The Solicitors' Journal.

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CURRENT TOPICS.

A SCALE OF solicitors' costs under the new Bankruptcy Act, signed by the Lord Chancellor and the President of the Board of Trade, has been issued, and will be found in another column. The costs follow very closely, both in form and amount, the costs allowed under the Act of 1869. The same schedule also includes scales of brokers' and other allowances, and a scale of accountants' charges. In the latter case, the allowance to principals per day of seven hours ranges from £1 1s. to £5 5s., "or such other sum as the court may, under special circumstances, order." This is certainly elastic enough!

IT IS UNDERSTOOD that the office of Examiner in the Chancery Division is shortly to be abolished; and that new officers will be appointed who will be called "Examiners of the Court," before whom, as officers of the court under ord. 37, r. 5, of the Rules of the Supreme Court, 1883, the examination of witnesses may be ordered to be taken. These Examiners of the Court will be barristers of at least three years' standing, and will not exceed twenty in number. References will be sent to them in rotation in like manner as references are now made to the conveyancing counsel of the Chancery Division or the official referees. As the Examiners of the Court are to be paid by fees, which will be prescribed by rules, the Treasury will ultimately, by the abolition of the office of examiner, effect a saving of about £1,800 a year. The annual salaries of the present examiner and his staff amount to £2,100, while the fees taken in the office, according to the last return, came to only £318.

THE PUBLIC and practitioners who have to resort to the office of the Charity Commissioners may be congratulated on the appointment of Mr. JAMES ANSTIE, Q.C., of the Oxford Circuit, as one of the two additional Charity Commissioners authorized to be appointed by the City of London Parochial Charities Act, 1883. Few reputations at the common law bar stand higher than that of the new commissioner for accurate and extensive legal knowledge, grasp of intellect, and clearness and sagacity of judgment. These are qualities which would adorn any legal post, and, responsible and important as are the duties of a charity commissioner, there are not a few members of both branches of the profession whose satisfaction at the excellence of the new appointment is mixed with regret at the removal from the work and prizes of the courts of a man of the calibre of Mr. ANSTIE.

THE CAUSE LISTS of the Court of Appeal and Chancery Division of the High Court will contain appeals and causes set down to the 5th inst. The appeal list will contain about 350 appeals, including about 100 from the Queen's Bench Division, and about 185 from the Chancery Division. The approximate number of the cases set down before the judges of the Chancery Division will be 105 before Vice-Chancellor BACON; 200 before Mr. Justice CHITTY; 160 before Mr. Justice KAY; 115 before Mr. Justice NORTH; and 220 before Mr. Justice PEARSON; and probably the total, which, on the above estimate, amounts to 800 causes, will, before the commencement of the sittings, reach at least 809, the number in the list at the beginning of the last sittings.

THE FEATURE of the lists of fees and percentages to be charged under the new Bankruptcy Act is the large increase in many of these charges upon the amount charged upon similar proceedings under the Act of 1869. Thus, every affidavit is to bear a two-shilling stamp instead of one shilling. Each *subpœna* (which, however, may include three witnesses) must bear a five-shilling stamp instead of one shilling. Proofs of debt, which were before exempt from fees, are now to bear a shilling stamp, and special proxies must now bear a sixpenny stamp. The fee on applications for discharge is increased from £1 to £2, and the *ad valorem* duty upon the assets of an estate or the amount of a composition is increased fourfold—viz., from one-quarter to one per cent., and no maximum limit of duty is stated, there being a limit of £200 total duty under the Act of 1869 on the registration of special resolutions. On page 13 of the official print there is an item of fee in the following words:—"Every application for search other than by petitioner, trustee, *banker*, or officer of the court, £0 1s. 0d." We presume the word "banker" is a misprint for "bankrupt," as we cannot understand why bankers should be any more privileged than other creditors. The charge for office copies is increased from twopence to fourpence per folio; the stamps on *allocatur* are nearly trebled, and there is no maximum amount fixed, as under the late Act. Then there seems to be a determination to minimise the effect of the concessions obtained by Mr. DIXON-HARTLAND, in Grand Committee, upon section 74, sub-section 4, as to the appointment of a local bank, inasmuch as every application by a committee of inspection under that sub-section will be taxed with a stamp fee of £1, and every order of the Board of Trade for a local banking account must bear a £2 stamp. Apparently, the intention is so to burden such applications as to make them infrequent. Under Table D. of the Order, £6 per cent. on the net assets realized or brought to credit by the official receiver, whether acting as *interim* receiver or as trustee, is to be paid in cash, with a number of other fees; and, on every payment under section 162 of money out of the Bankruptcy Estates Account, an *ad valorem* duty of 5s. on each £20 is also to be paid; and a fee of 1s. for each creditor present or represented at any meeting summoned by the official receiver, and a like fee for every creditor so summoned are also chargeable to the estate. There is abundant evidence in this increase in fees that the new procedure will be very much more expensive than the old one. Should the amount of business not reach the expectations of the authorities, even these increased fees may be found to fall short of raising the necessary funds to pay the various officials created by the new Act.

IT HAS BEEN ANNOUNCED to certain metropolitan vestries by the Local Government Board that the Board has put into force within the districts of such vestries the sanitary regulations provided by the 35th section of the Sanitary Act, 1866, for the purpose of preventing the evils arising from overcrowded dwellings, but it must not be considered that this step will change permissive into compulsory legislation. Upon examination of the section it will be found that this will only partly be the case. The section enacts that "on application to a Secretary of State [the Local Government Board was substituted for this official by the Local Government Board Act, 1871] by the nuisance authority . . . the Secretary of State may, by notice in the *London Gazette*, declare the following [*sic.*] enactment to be in force in the district of such nuisance authority, and from the publication of such notice the nuisance authority shall be empowered to make regulations for fixing the number of persons who may occupy a house which is let in lodgings or occupied by members of more than one family;" for the registration and inspection of such houses, and for enforcing provisions as to cleanliness and ventilation. This enactment was amended in 1874 by the Sanitary Act of that year, which, by section 47, dispensed with the necessity of any prior application by the nuisance authority, and also provided that regulations made under the Act of 1866 may "extend to ventilation of rooms,

paving and drainage of premises, the separation of the sexes, and notices to be given and precautions to be taken in case of any dangerous or infectious disease." The regulations, when made, are to be of no force until they are confirmed by the Local Government Board; and, in analogy to the "model bye-laws" prepared under the Highway Act, 1878, s. 26, by the Board, a set of "model regulations" has been forwarded to the several local authorities for their consideration, with the expression of a hope that such authorities "will proceed without delay to make regulations." It is material to point out, however, that there is no legal obligation upon the nuisance authorities to frame the supplementary code without which section 35 of the Sanitary Act, 1866, is a nullity, nor any express provision whereby, in the case of no regulations being made, the Local Government Board may take the initiative. When the regulations are once made, either the Local Government Board or the nuisance authority, or even a private person, may institute a prosecution before justices for disobedience of them. The maximum penalties under section 35 of the Act of 1866 are "forty shillings for any one offence, with an additional penalty, not exceeding twenty shillings, for every day during which a default in obeying such regulations shall continue." The policy of leaving local authorities to frame bye-laws requiring confirmation by a Government Department, which naturally endeavours, as in the case of bye-laws under the Education Act and the Highways Act, by "model bye-laws," to make the supplementary codes entirely uniform, is perhaps a doubtful one.

Mr. James J. Aston, Q.C., in a letter written to the *Times*, has given his brother inventors some advice with respect to the usefulness of provisional specifications under the new Patents Act. He points out quite correctly that, by section 13, no proceedings are to be allowed to be taken in respect of an infringement of a patented invention committed before the publication of the complete specification, so that a patentee who sends in a provisional specification in the first instance has no remedy against persons who infringe between the date of his application and the date of the publication of the complete specification; and he goes on to say (referring to section 14) that all that "provisional protection" means under the Act is the right of an inventor, whose provisional specification has been accepted, to use and publish his invention without prejudice to the patent to be granted for the same, from which he argues that such "provisional protection" is only "a delusion, a mockery, and a snare," and he urges inventors to avoid provisional specifications and provisional protection altogether. In this we think Mr. Aston goes too far. If an invention is of a comparatively simple description, and the inventor is thoroughly satisfied before he applies for a patent that he does not see his way to any further improvement for the time being, he may, no doubt, as well avail himself of the power given by the Act to send in a complete specification at once, and so shorten the period during which he will be unable to proceed against infringers. But where an inventor has discovered an invention of which he has grasped the principle, but has not entirely worked out the details, either on account of the intricacy of the portions involved, or because of the necessity for taking precautions against disclosing his discovery while pursuing his experiments, he will, we think, be well advised to obtain the provisional protection offered by the Act. No doubt by sending in a provisional specification he has to submit that document to an examination, and also to be prepared for a comparison between it and his complete specification; but, on the other hand, he will gain nine months (see section 8) within which to perfect his invention and his complete specification, and there will be no disclosure of his provisional specification, beyond such disclosure as he may himself make, until his complete specification is accepted and advertised (see section 10). The report of the examiner will be kept secret (section 9). So that the invention will be published by the Patent Office just as soon as, and no sooner than, it would be so published if no provisional protection were obtained, while the inventor will be able to pursue his researches for several months longer, secured against the risk of losing his patent either by some accidental disclosure of his invention, or by the publication of experiments necessary to its completion. The loss to an inventor of sending in a provisional specification consists in the exposure to examination above mentioned, and in the curtailment of the period within which he can sue infringers (for the fourteen years' term of the patent commences from the date of application, by section 13, though the exclusive rights of the patentee only commence from the publication of the complete specification); the gain consists in the possibility of perfecting the invention without risk to the patent, which will date back to the date of application, and so get the start of rival investigators who have postponed sending in their applications for a month or two, or it may be only for a day or two, in order that their applications may be accompanied by complete specifications. Even if the invention is seen and used by others during the period preceding the publication of the complete specification, no great harm will be done, as infringements after that has taken place will entitle the patentee to his remedy, enforceable immediately on the sealing of the patent (section 15). We believe that in the majority of cases it will be advisable to obtain provisional protection.

Mr. Aston finds great fault with the examination and opposition sections of the Act, which he wishes to see swept away altogether, on the grounds that examiners will have opportunities given them of making use of inventions submitted to them; that much expense will be occasioned, both to the public and to the inventors; that invention will be discouraged by the new difficulties created, and that questions proper for a legal tribunal will be brought before non-legal minds. There is, no doubt, much weight in these observations; but it must not be forgotten that the system of examination was adopted in deference to the claims of inventors, who pointed to the American system as the model for this country, and demanded some guarantee that fees paid for patents were not paid for nothing. Mr. Aston would, no doubt, say—and say truly—that the inventors hoped, in return for submission to examinations, to obtain patents which could not be impeached; but such a result could not be obtained without the certainty of inflicting great injury on manufacturers and inventors themselves, and occasioning enormous expense to the country, and the course was adopted of establishing examinations in such a form as should avoid those dangers, while giving inventors an increased amount of security, and that for a reduced charge. If the inventors wish to return to the old system, the authorities would probably have little objection, as they would be saved all the expense of examination; but it is impossible to grant monopolies without affording full facilities for insuring some return being made to the public. Mr. Aston's further suggestion that no patents at all should be granted, but that any inventor who chooses to file a complete specification should have patent rights from the date of his filing it, subject to certain conditions, would probably suit inventors well enough, but would hardly suit the public. As it is, manufacturers are constantly being exposed to expense and annoyance from claims by patentees which turn out to be ill-founded, and, in the case supposed, the risk would be immensely increased. The prospect of a prolonged litigation, of which—even if the result was completely successful—some part of the cost would fall upon the successful defendant, would often cause manufacturers to submit without a contest to exactions which they knew to be unjust. Inventors who really add to the stock of public knowledge ought to be encouraged and protected, but that encouragement and protection ought not to be extended to persons to whom this description does not apply.

A question which has already attracted a good deal of attention has been mooted upon the construction of section 162 of the new Bankruptcy Act, which deals with the obligations of trustees in respect of unclaimed and undistributed funds and dividends. Sub-section 2 (*a*.) of that section provides that, where any unclaimed or undistributed funds or dividends in the hands or under the control of any trustee or other person empowered to collect, &c., under any of the Acts of Parliament mentioned, have remained or remain unclaimed or undistributed for the time specified, it shall be the duty of "such trustee or other person" forthwith to pay the same to the Bankruptcy Estates Account at the Bank of England. Sub-section 2 (*b*.), on which the question turns, provides that the Board of Trade may at any time order any "such

trustee or other person" to submit to them an account, verified by affidavit, of the sums received and paid by him, and may direct and enforce an audit of the account. Now, what is the meaning of the words "such trustee"? Do they mean *any* trustee who was empowered to collect, receive, or distribute funds or dividends, or do they only refer to such trustees as have retained funds or dividends for the times previously specified, and who are, therefore, treated by the Act as being, as it it were, to a certain extent, defaulters in their duty? If the latter interpretation be correct, then the Board of Trade circular, requiring trustees generally to make returns of the funds in their hands, is *ultrà vires*, and might be safely neglected. Our own opinion, founded upon a careful consideration of the section, is, that the qualification contained in the word "such" is limited to the subsequent words, and that, consequently, the power contained in the sub-section applies generally to all trustees who are empowered to collect or receive funds or distribute dividends, and that, therefore, the Board of Trade possesses the power claimed by the circular.

We believe that some doubt has been raised as to how rules 32 and 33 of the new Bankruptcy Rules, relating to payment into court as security for costs, and applying the rules of the High Court to money lodged in court as such security, are to be worked. The first point is, to what department the payment is to be made—whether at the proper office of the Queen's Bench Division or at the Chancery Pay Office? The second point is, under what jurisdiction the money is to be paid out when the time for repayment has come? If the money is properly payable at the Queen's Bench Office, it may be presumed that Mr. Justice Cave would be competent to make the necessary order for payment out; but if the money is payable at the Chancery Pay Office only, it seems to be thought doubtful whether it is competent for the Chancery Paymaster to act on an order made in bankruptcy. The same difficulty is raised with respect to an order of the Court of Appeal, sitting in Bankruptcy, where a deposit has been paid into the Chancery Pay Office as security for the costs of a bankruptcy appeal. We believe that the attention of the authorities has been directed to these matters, and there can, we imagine, be little difficulty in providing a mode of dealing with them.

THE PATENTS, DESIGNS, AND TRADE-MARKS RULES.

I.

On the 1st of January the Patents, Designs, and Trade-Marks Act came into operation, and the closing days of the old year saw the issue of the rules by which the principles of the Act are to be worked out. They are dated December 21, and comprise in all no less than 189 rules, forty-nine forms, and eighty-two different fee-charges. This is a large mass of law to send out to the public only ten days before it is to be in daily use, and it seems hardly fair to those concerned that so short a time, and that, too, a time interrupted by the Christmas holidays, should be allowed them for the assimilation of these rules. Even as it is, these 189 rules are not without some marks of haste and want of care, which may possibly require a supplementary issue before very long. With respect to Patents and Designs, the practice is so far altered that the regulations must necessarily be somewhat experimental, but with respect to Trade-marks, the Act made very little change in the existing practice in ordinary cases, and it seemed hardly necessary for the rules to be so far altered as they have been.

The rules are issued in three separate sets, each with its own forms and fees, and the Patent set includes, in addition to the rules for ordinary use, a separate set of fourteen rules for the practice before the law officers. In several points the different sets coincide. Thus each contains a provision that, before exercising any discretionary power adversely to an applicant, the Comptroller-General is to give him at least ten days' notice of the time when he may be heard personally, or by his agent, before the comptroller, and that within five days the applicant is to notify whether he intends to be heard upon the point; each set gives power to the comptroller to dispense with any document, declaration, evidence, or other thing, for reasons satisfactory to himself; each provides for sending applications, notices, &c., by pre-paid letters through the post. Each set contains one or more forms substituted for those contained in the schedule to the Act (the form of letters patent being the only one left unaltered), and provides that such substituted forms *shall* be used, while stating that the remaining forms *may* be used in cases to which they are applicable. The Patents Rules require every application for a patent to be signed by the applicant, but all other communications in the case of patents, and all communications in the case of designs and trade-marks, between applicants and the office, may be made through the medium of duly-authorized agents.

The longest of these sets of rules is that regulating patents, which contains seventy-eight rules, fourteen law officers' rules, twenty-two forms, and thirty-eight items of fees charged. The rules are grouped under the following headings, which explain themselves—"Fees, Forms, General, Application with provisional or complete specification, Application on communication from abroad, Sizes and methods of preparing drawings, Illustrated journal, Opposition to grants of patents, Certificates of payment or renewal, Enlargement of time, Amendment of specification, Compulsory licence, Register of patents, Power to dispense with evidence, &c., Repeal." Rule 23 contains a useful provision for cases in which a person applying for a patent has included in his application more than one invention. He is to be allowed, after the comptroller has refused to accept his incorrect application, to amend it so as to apply to one invention only, and to make application for separate patents for each of the inventions, each such application to bear the date of the first application, and to be proceeded with in the same manner as if each of them had been originally made on that date for one invention only. By rule 31 every applicant for the grant of a patent is, in addition to the drawings required with his complete specification, to furnish a drawing illustrating the feature or features of novelty constituting his invention, together with a concise explanatory statement prepared in the prescribed manner. These will supply the materials for the illustrated journal.

Rules 32 to 40 relate to oppositions, on which the course to be taken is, shortly, that a person intending to oppose a patent must send in a notice to that effect; a copy of this is to be furnished by the comptroller to the applicant; where the opposition is based on an anticipation by an earlier patent, the particulars with respect to such earlier patent are to be given; within fourteen days after the expiration of two months from the advertisement of the acceptance of the complete specification, the opponent is to send in his evidence; within fourteen days more the applicant is to send in his evidence; after which the opponent is to have seven days for evidence in reply; a day is then to be appointed by the comptroller for hearing the case; and at the hearing the opposition is to be strictly confined to grounds specified in the notice of opposition. The observation which arises upon these provisions is that they are very much in favour of the opposition, for the opponent has two months, *plus* fourteen days, for getting up his evidence against the grant, and time for further evidence in reply, while the applicant has only fourteen days in all for refuting what may be a very heavy mass of evidence. Suppose, for instance, that the opponent's evidence details a string of earlier patents, by each of which some feature of the alleged invention is asserted to have been anticipated, fourteen days would be very little for the applicant to consume in meeting the case. However, the authority given to the comptroller to enlarge the time allowed for any proceeding may, if liberally exercised, prevent the commission of injustice. The proceedings on opposed applications for leave to amend a specification are very similar to those on opposed applications for a grant.

One of the most important innovations of the Act is the power given to the Board of Trade to grant compulsory licences. This power will be exercised in accordance with rules 57 to 63. The applicant for a compulsory licence is to apply to the Board by petition, showing clearly the nature of his interest and the grounds of his application, the terms upon which he asks for an order to be made, and the purport of the order asked. The petition and evidence are to be left at the Patent Office. Unless the Board of Trade summarily dismisses the petition, the petitioner is to be required to attend before the comptroller, or some other person

appointed by the Board, to receive directions as to further proceedings. Upon a *primâ facie* case being made out, copies of the petition and evidence are to be delivered to the patentee, who is to have fourteen days for delivering evidence in opposition, and the applicant is then to have fourteen days more for evidence in reply. It will have been noticed that the Board of Trade require the applicant to take his directions as to the mode of proceeding from any person the Board choose to name, and this remarkably wide power reserved to the Board is fully repeated with respect to the actual hearing of the application, for, by rule 63, the parties are to be heard before such person or persons, in such manner, and in accordance with such procedure, as the Board of Trade may, in the circumstances of the case, direct. We shall be surprised to find that a power so little guarded as this, for dealing with so important a matter as the grant of compulsory licences, is silently acquiesced in by inventors.

The register of patents to be kept under the Act is to be very complete, containing the name, address, and description of the patentee as the grantee, and the title of the invention (rule 64); the name of any person who becomes entitled to the patent, or to any share or interest therein by assignment, transmission, or other operation of law, with his address and description, and full particulars of his title; the particulars of any order for extension, or revocation, or rectification of the register; a record of the amount and date of payment of fees paid; and a notification of every licence granted under the patent. The register will thus form a complete record of all matters of importance affecting the patent.

The fees to be charged cannot be described as very light, and it will not be difficult for the fee of £4, for which a patent is to be obtainable, to be increased to a much higher figure. Thus, on an appeal from the comptroller to the law officer, a fee of £3 would be payable. On opposing an application for a compulsory licence the patentee will have to pay a fee of £5, and the applicant will have had to pay a similar sum on making his application. There is, of course, an excellent reason why a person who applies to the Board of Trade for a favour should pay a fee, but it is not equally obvious why a patentee should have to pay an equal sum for being allowed to defend himself. An opening might be given in this way for oppression; though it seems that the patentee will not be put to the expense of defending unless the Board of Trade is of opinion that a *primâ facie* case has been made out. On an application to amend a specification up to sealing, £1 10s. will be payable, but after sealing, whether during an action or other legal proceeding or not, the amount will be doubled. A person opposing such an amendment will only have to pay ten shillings. If the patentee should find it necessary to obtain an enlargement of term for payment of his renewal fees, he will have to pay handsomely for the indulgence, £3 if the delay of one month is granted, £7 if two months, £10 if three months.

The Schedule of Forms seems very full, and it certainly would appear that all possible pains have been taken to include every form which could, by any possibility, be required, when it is seen that Form Q. literally consists of the words "Patent Office, London, 188 . I, , Comptroller-General of Patents, Designs, and Trade-Marks, hereby certify ." This ought to cover anything needed in the way of a certificate. It may be noticed that the form of complete specification (*c.*), which is substituted for that in the schedule to the Act, concludes with an instruction to the applicant, that the full description of the invention which is required "*must end with a distinct statement of claim or claims, in the following form*:—'Having now particularly described and ascertained the nature of my said invention, and in what manner the same is to be performed, I declare that what I claim is (1) , (2) , (3) .' Here state distinctly the features of novelty claimed."

These Patent Rules do not make it much more easy than it was before to remember the various functions with regard to patents allotted to the comptroller, the law officer, the Board of Trade, the High Court of Justice, and the Privy Council, respectively, and it really seems a pity that it was thought necessary to mix up no less than five distinct authorities in the matter.

The Designs Rules form the shortest of the three sets, comprising only thirty-seven rules, nine forms, fifteen fees, and a classification of goods into fourteen classes. They bear a family resemblance to the Patents Rules, but there is no provision for opposition to the registration of a design, the reason, no doubt, being the secrecy with which the designs are enveloped until the expiration of the copyright therein. Where, however, the comptroller refuses to register a design, it is open to the applicant to appeal against his decision to the Board of Trade, and the procedure, on such occasions, will be regulated by rules 16 to 20, by which notice of appeal is to be left at the Patent Office within one month from the date of the decision appealed against, accompanied by a statement of the grounds of appeal, and of the applicant's case in support thereof. A copy of the notice is then to be forthwith sent by the applicant to the Board of Trade, who may give any directions they may think fit for the hearing of the appeal, and are to give to the comptroller and the applicant seven days' notice, or such shorter notice as they may direct, of the time and place appointed for the hearing. Less than seven days would be a very short notice to give, but it does not appear to be intended to shorten the period, except in very exceptional cases.

Rules 21 to 28 relate to the register, which is to be equally complete with the register of patents, and rule 30 contains a very expedient and proper provision that any document, drawings, sketches, or tracings for the amendment of which no special provision is made by the Act, may be amended; and any irregularity in procedure which, in the opinion of the comptroller, may be obviated without detriment to the interests of any person, may be corrected if the comptroller thinks fit, and upon such terms as he may direct. An essential feature in the system of registration of designs in this country is the requirement for goods bearing a registered design to be marked with a distinctive mark before they are delivered on sale, as otherwise infringements might be committed without any means of knowing that the design which was being reproduced was registered. By rule 32 textile piece goods, handkerchiefs, and shawls, which are printed or woven with a registered design, must be marked "regd."; for other articles bearing registered designs the abbreviation "rd." is prescribed. Rule 33 provides for inspection of designs of which the copyright has ceased, at times to be notified by a placard posted at the Patent Office; and by rule 35 the comptroller is, after search, to inform applicants whether designs produced by them are infringements of designs already on the register under the Act.

The fees are very trifling, when compared with the patents fees. Thus an application to register one design, to be applied to single articles, in clauses 13 and 14, only one shilling is payable, and the same amount is charged for a copy of certificate of registration. In other clauses the application fee is to be ten shillings. Form M., headed, "Request for correction of clerical error or for entry of new address," is rather a curiosity, as it is simply—"Sir, I hereby request that . Signed ; dated ." It would hardly have seemed necessary to print this as a special form, with a large letter of the alphabet all to itself.

THE NEW BANKRUPTCY SYSTEM.

III.

Sections 28 to 31 relate to the discharge of a bankrupt. Sections 28, 30, and 31 appeared as clauses 25, 26, and 27 in the Bill as originally introduced, and we commented upon those clauses at considerable length in the last volume of this journal (27 Solicitors' Journal, p. 443). In Grand Committee, however, several amendments were made in the clauses, as well as a new section (29) inserted, and we will only here point out and discuss the amendments and new section so made and inserted. In sub-section 2 of section 28 some verbal alterations were made, and the proviso at the end was inserted in Grand Committee, making it compulsory on the court to refuse an order of discharge in certain cases, or to suspend it or grant it only on conditions in other cases, instead of leaving it to the discretion of the court, as originally proposed. In sub-section 3 there originally appeared a clause "that a dividend of ten shillings in the pound has not been paid, and is not likely to be paid, to the creditors," but this was struck out in Grand Committee. In clause (*f.*), which originally appeared as clause (*g.*), the period of "four months" was reduced to "three months," and the word "receiving" substituted for "distribution"; and clause (*h.*), in the original Bill clause (*i.*), has been amended by omitting after the word "has" the words "committed any misdemeanor under this Act or Part II. of the Debtors Act, 1869, or any amendment thereof, or that he has," and inserting after the word "any" the words "fraud or fraudulent." Sub-section 5

was amended by reducing the notice to be sent from "twenty-one" to "fourteen" days, and omitting, after the words "may also hear any creditor," the words "who has given to the court in manner prescribed seven days' notice of his desire to oppose the application."

Section 29 was inserted in Grand Committee on the motion of Mr. Rathbone, and is an entirely new provision, but one which is likely to have a beneficial effect. The original proposal in that committee was, by way of amendment to section 47, to insert a provision in that section that a settlement made before and in contemplation of marriage within two years of the settlor's bankruptcy should be void unless the parties claiming under the settlement could prove that the settlor was at the time of making the settlement able to pay all his debts without the aid of the property comprised in the settlement, but on a division that proposal was negatived by a large majority, and ultimately this section was inserted to meet the class of cases complained of. The concluding paragraph of sub-section 1 of section 30 was not included in the original Bill, though a similar provision appears in section 49 of the Act of 1869, the word "fraudulent" before "breach of trust," and also the words "to which he was a party," in two places, however not appearing in that section. The paragraph, but without the words "to which he was a party" in two places, was inserted in Grand Committee at the instance of Mr. Gregory, and the words before mentioned were inserted on report, on the motion of Mr. Stuart Wortley, to meet the hardship of the case of *Cooper* v. *Pritchard* (31 W. R. 834, L. R. 11 Q. B. D. 351), decided upon the section of the Act of 1869. Lastly, section 31 (in the original Bill clause 27) was originally drawn so as to apply to *any* undischarged bankrupt, but was amended in Grand Committee so as to limit its application to bankrupts under the new Act, and it also read "obtains *goods on* credit to the extent," &c., but the words in italics were struck out in Grand Committee, so as to make the provision apply to any kind of credit. The clause was not altered in any other respect. Rules 178 to 182 regulate the procedure under these sections, and we will deal with those rules more fully hereafter.

Part II., consisting of sections 32—36 relates to the disqualifications of bankrupts. Section 32 effects considerable alterations from the present law. Clause (*a.*) of sub-section 1 assimilates the law with respect to a bankrupt peer to that relating to a member of the House of Commons in requiring an actual adjudication to be made in order to disqualify him from sitting and voting in the House of Lords. By the Bankruptcy Disqualification Act, 1871, the passing of a special resolution for liquidation of the affairs of a member of the House of Lords was also sufficient to disqualify such member from sitting and voting in the House or on any committee thereof. That Act is repealed by the new Act except as to sections 6, 7, and 8, relating to penalties and other details. The provisions in clause (*b.*) that a bankrupt shall be disqualified from being "elected to" the House of Commons "or on any committee thereof," are new, the latter provision extending the disqualification of a bankrupt member of the House of Commons and assimilating it with that of a bankrupt peer. Clause (*c.*) is also an extension of the provision of section 22 of the Debtors Act, 1869 (which section is also repealed by the new Act), in so far as it prohibits the appointment of a bankrupt to be a justice of the peace; but, on the other hand, it does not go so far as the repealed section, inasmuch as the disqualification from acting as a magistrate will cease in the events mentioned in sub-section 2; whereas, by the repealed section, such disqualification continues "until he has been newly assigned by her Majesty in that behalf." Clauses (*d.*) and (*e.*) are also extensions of the present law in so far as they prohibit the *election* of a bankrupt to any of the offices therein menticned. Clause (*a.*) of sub-section 2 is practically the same as the present law, but clause (*b.*) is new so far as it affects members of the House of Commons, and, in this respect, is not so rigorous as sections 121 and 122 of the Act of 1869, which required either that the adjudication should be annulled or that the creditors who prove should be "fully paid or satisfied." It is, however, more rigorous than section 4 of the Bankruptcy Disqualification Act, 1871, with respect to bankrupt peers, in requiring, in addition to the discharge, "a certificate to the effect that his bankruptcy was caused by misfortune, without any misconduct on his part." Sub-section 1 of section 33 practically re-enacts section 122 of the Act of 1869, but with the reduction of the time during which the disqualifications are to be removed from twelve to six months. This reduction was made in Grand Committee. Sub-sections 2 and 3 are *verbatim* the same as sections 123 and 124 of the Act of 1869. Section 34 does not effect any alteration. Sub-section 1 of section 35 makes statutory provision to enable the court to annul an adjudication in certain cases, but though no similar provision appears in the Act of 1869, the court has always exercised such a power, and this was recognized by section 4 of the Bankruptcy Disqualification Act, 1871, which refers to an order of adjudication being "annulled, on the ground that the person against whom the order is made ought never to have been adjudged a bankrupt." Sub-sections 2 and 3 are in effect the same as section 81 of the Act of 1869, the introduction of the official receiver, however, being new, and the concluding portion of section 81 of the Act of 1869, which is here omitted, being provided for by section 132. Section 36 is substantially a re-enactment of the latter part of section 121 of the Act of 1869, the concluding words of the new section, "and any debt due to a creditor who cannot be found or cannot be identified, shall be considered as paid in full if paid into court," however, being a new provision.

Part III. relates to the administration of property, and comprises sections 37 to 65. Of these sections 37 to 42 relate to proof of debts, and are re-enactments, with some amendments, of provisions of the Act of 1869. Section 37 is a re-enactment of section 31 of that Act, with certain amendments, of which the following only are of any practical importance:—In sub-section 1 the words "or breach of trust" are new, but they do not effect any alteration in the law, as proofs were allowed under the old Act in respect of breaches of trust. In sub-section 2 "receiving order" is substituted for "order of adjudication," and "before his discharge" in place of "during the continuance of the bankruptcy." In the corresponding provision of the section in the Act of 1869, to sub-section 4 the words are, "An estimate shall be made *according to the rules of court for the time being in force so far as the same may be applicable, and where they are not applicable at the discretion of the trustee*," but instead of the words in italics the words "by the trustee" only appear in sub-section 4. Sub-section 7 also differs from the corresponding provision in the section of the Act of 1869, the words "with the consent of all the parties interested" appearing in the latter section after the word "assessed" in the third line of the sub-section in the new Act, and the words "or if such parties do not consent by a jury either before the court itself or some other competent court," after the word "jury" in the fourth line of the sub-section, but such words are here omitted. It will be seen that the omission of these words will give the court absolute power, without the consent of the parties, to assess the value of a debt or liability without the intervention of a jury. In sub-section 8, again, "the discharge of the debtor" is substituted for "the close of the bankruptcy," and the words "or assessable only by a jury," which appear in the Act of 1869 after the word "rules" in the last line of the sub-section in the new Act, are omitted from that sub-section. Section 38 is a re-enactment of section 39 of the Act of 1869, the words "debtor against whom a receiving order shall be made under this Act," in the second and third lines of the new section, and the word "debtor" in each of the last three lines of the same section being substituted for "bankrupt," and the words "under such receiving order" in line 4 for "under his bankruptcy" as appear in section 39 of the Act of 1869. Section 39 provides that the rules in the second schedule to the new Act shall be observed with regard to the mode of proving debts, &c., and we shall treat of them in discussing that schedule. Further regulations with regard thereto are also made by rules 169 to 174 of the General Rules made pursuant to section 127 of the Act. Section 40 relates to preferential claims, and corresponds with section 32 of the Act of 1869, but with some important alterations therefrom, and it also incorporates some of the General Rules under that Act. Sub-section 1, clause (*a.*), is the same as in the Act of 1869, "receiving order" being substituted for "order of adjudication." This clause did not appear in the Bill as originally introduced, but was inserted in Grand Committee. Clauses (*b.*) and (*c.*) again effect a considerable alteration in the old law, as will be seen by comparing them with sub-section 2 of section 32 of the Act of 1869. To give wages of any clerk or servant, or labourer, or workman a preference under the old Act such person had to be "in the employment of the bankrupt at the date of the order of adjudication"; but, under the new Act, it will be sufficient if they have accrued during the periods mentioned in the section, notwithstanding that he may have left the bankrupt's employment prior to the adjudication. Then, with regard to workmen, the provision that the section shall apply "whether payable for time or piecework" is new, and was inserted at the instance of Mr. Broadhurst, and the time is extended from two to four months, and a maximum amount of £50 is provided, there being no maximum amount mentioned in the corresponding provision in the Act of 1869. Sub-section 3 is to the same effect as certain provisions in rule 76 of the Bankruptcy Rules, 1870, and sub-section 5 is an amendment of rule 137 of the same rules. The last-mentioned rule provides for creditors in respect of debts carrying interest at law to be first paid interest on such debts at the rate reserved or by law payable to them, and, afterwards, for all other creditors to receive interest at the rate of four pounds per centum per annum, and the same provision was made in the Bill as originally introduced, but the clause was amended in Grand Committee so as to put all creditors upon the same footing in this respect. The provision in the Friendly Societies Act, 1875, referred to in sub-section 6, is sub-section 7 of section 15 of that Act, which gives a preferential claim to any society under that Act upon the estate of any of its officers having in his possession any money or property belonging to such society. Section 41 is the same as section 33 of the Act of 1869, with some unimportant verbal

alterations only. Sub-section 1 of section 42 is a re-enactment in almost precisely the same words as section 34 of the Act of 1869, the only difference being in the use of the word "surplus" in place of "overplus"; but sub-section 2 is a new provision having reference to sections 122 and 125 of the new Act. This section, which relates to the power of a landlord to distrain for rent, did not appear in the original Bill, but was inserted in Grand Committee. We discussed the probable effect of the omission of any such provision in the last volume of this journal (27 SOLICITORS' JOURNAL, p. 377), and, with reference to the remarks we then made, it should be stated that the words "except as directed by this Act" were also inserted in section 9, in Grand Committee, in anticipation of this section.

Sections 43 and 44 relate to property available for payment of debts. Section 43 corresponds with section 11 of the Act of 1869, the word "committed" in line 4 being used instead of the word "completed," as in the Act of 1869; "a receiving order is made against him" being used instead of "the order is made adjudging him to be bankrupt," in line 5; "three months next preceding the date of the presentation of the bankruptcy petition" in lieu of "twelve months next preceding the order of adjudication," in lines 9 and 10; and the concluding proviso being new and in substitution for the provision in section 11 of the Act of 1869, that the bankruptcy should not relate to a prior act of bankruptcy, unless at the time of the committal thereof the bankrupt should be indebted in a sum or sums sufficient to support a bankruptcy petition, and such debt or debts should remain due at the adjudication. The section appeared as clause 38 in the Bill as originally introduced, and we commented upon that clause at the time (27 SOLICITORS' JOURNAL, p. 341). It will be seen that two suggestions which we then made have been adopted in Grand Committee—viz., the introduction of the words "whether the same takes place on the debtor's own petition or upon that of a creditor or creditors," and the substitution of "the presentation of the bankruptcy petition" for "the date of the receiving order." In addition to these amendments, the six months which appeared in the clause in the Bill have been reduced to three months. Section 44 corresponds with section 15 of the Act of 1869, but, in sub-sections 1 and 2, the words "before his discharge" are substituted for "during its continuance," and, in sub-section 3, important alterations are made by the substitution of the words "in his trade or business" for the words "being a trader," and the words "under such circumstances that he is the reputed owner thereof" for the words "of which goods and chattels the bankrupt is reputed owner, or of which he has taken upon himself the sale or disposition as owner," as in the Act of 1869, and the words "or growing due" being also new. The first two alterations were made in Grand Committee at the instance of Mr. A. Cohen, Q.C., and, whilst in a limited sense keeping up a distinction between traders and non-traders under the bankruptcy laws, the effect will be to extend the provision to certain persons who were not traders as defined by the Act of 1869, such as farmers, graziers, and colliery proprietors, and, on the other hand, to limit its application so as not to include household furniture and other chattels not used in business.

Sections 45 to 49 relate to the effect of bankruptcy on antecedent transactions. Section 45 restricts the rights of execution creditors, and is a new and very desirable provision following in principle section 184 of the Act of 1849, and in place of sub-sections 2 and 3 of section 95 of the Act of 1869. Section 46 takes the place of section 87 of the Act of 1869, and effects a much-needed reform in the provisions of that section. Sub-section 1 is new, but enacts in principle the effect of decisions given under the section of the Act of 1869 (*Ex parte Rayner, Re Johnson*, L. R. 7 Ch. 325; *Ex parte Browning, Re Craycraft*, 26 W. R. 559, L. R. 8 Ch. D. 596), extending the application thereof to all executions whatever the amount, and whether as against traders or non-traders, and making statutory provisions for carrying the same into effect. Sub-section 2 covers the whole of the ground covered by section 87 of the Act of 1869, but effects two important amendments therein—viz., the provision applies to all execution debtors, instead of being limited to traders only, as in the Act of 1869, and a minimum limit of twenty pounds is substituted for fifty pounds as in that Act. It will be seen also that "the sheriff" only is referred to in the sub-section, whereas the Act of 1869 referred also to "the high bailiff or other officer of the county court," but this is provided for by section 168 (the interpretation clause), which defines "sheriff" to include "any officer charged with the execution of a writ or other process." Sub-section 3 is new, but it only enacts what had been held to be the law under the Act of 1869 (*Ex parte Villars, Re Rogers*, 22 W. R. 603, L. R. 9 Ch. 432). Section 47 is almost *verbatim* the same as section 91 of the Act of 1869, with the omission of the words "made by a trader" in two places, which will have the effect of applying the provision to voluntary settlements made by non-traders as well as traders, and with the introduction of the words at the end of sub-section 1, "and that the interest of the settlor in such property had passed to the trustee of such settlement on the execution thereof." These words were inserted in Grand Committee at the instance of Mr. Gregory, and will have a beneficial effect in voiding settlements of property not vested in the settlor at the time of the settlement. Section 48 is the same as section 92 of the Act of 1869, with the substitution of the words "is adjudged bankrupt on a bankruptcy petition presented" for the words "becomes bankrupt," and the substitution of sub-section 2 for the proviso at the end of the section in the Act of 1869, "but this section shall not affect the rights of a purchaser, payee, or incumbrancer in good faith, and for valuable consideration." The former amendment was inserted in Grand Committee, and follows a suggestion which we made in discussing the Bill of 1881 (26 SOLICITORS' JOURNAL, p. 210). The substitution of sub-section 2 for the proviso in the Act of 1869 has been made to meet the case of *Butcher* v. *Stead* (24 W. R. 462, L. R. 7 H. L. 839). In the Bill as originally introduced there was also a provision to avoid any payment or security made or given to a petitioning creditor in certain events, but this was struck out in Grand Committee. Section 49 takes the place of section 94 and sub-section 1 of section 95 of the Act of 1869, but though the drafting of the section is altogether different from those of the Act of 1869, there does not appear to be much, if any, practical alteration in the law, unless it be in the omission of the words "made in good faith" from clauses (*a.*), (*b.*), and (*c.*), and the substitution of "the date of the receiving order" for "the date of the order of adjudication" in clause 1. The words "made in good faith" are, however, really provided for by the previous provisions as to the avoidance of voluntary settlements and preferences, as any payment, &c., not made in good faith would come within one or other of those provisions, and the other alteration was necessary to be consistent with other provisions in the Act.

The next eight sections (50—57) comprise provisions as to the realization of property. Sub-section 1 of section 50 is a re-enactment of a provision in section 22 of the Act of 1869, with an unimportant verbal alteration only. Sub-section 2 is a similar re-enactment of a provision in section 20 of the same Act; and sub-sections 3, 4, and 5 of provisions in section 22 of the same Act. With regard to sub-section 5 the alteration of the wording is consequent upon the provisions of the Judicature Act, 1873, s. 25, sub-section 6, providing for the assignment of debts at law. Sub-section 6 is also a similar re-enactment of section 93 of the same Act; and section 51 of section 99 of the same Act. Sub-sections 1 and 2 of section 52 are the same as section 88 of the Act of 1869, with the insertion of the words "in respect of a debt provable in the bankruptcy" in lines 8 and 9 of the section, and the substitution of a receiving order for an order of adjudication in sub-section 1, the drafting, however, of sub-section 2 being different from the section in the Act of 1869, but to the same effect. Sub-section 3 is a new provision designed to put curates in a somewhat similar position to clerks or servants under section 40, sub-section 1 (*b.*), as to priority of claims; and sub-section 4 is also not contained in the Act of 1869, being for the purpose of preserving the provisions of certain Acts passed subsequent to that one. Section 53 is similar to section 89 of the Act of 1869; but in that Act bankrupts entitled to any half-pay or pension, or compensation granted by the Treasury, are put in the category with the class of persons named in sub-section 1 of the new section, instead of being coupled with bankrupts "in the receipt of a salary or income other than as aforesaid," as in sub-section 2 of the new section. In addition to this, the latter part of sub-section 1 and the whole of sub-section 3 are new provisions. Sub-sections 1 and 2 of section 54 are re-enactments of the first part of section 17 of the Act of 1869, the official receiver being substituted for the registrar in the first line, and the trustee for the registrar, in the fourth line, of sub-section 1. Sub-section 3 of the same section is a re-enactment of sub-section 6 of section 83 of the Act of 1869, substituting the official receiver for the registrar, and sub-section 4 is a *verbatim* re-enactment of sub-section 8 of the same section of that Act.

REVIEWS.

THE AGRICULTURAL HOLDINGS ACT, 1883.

THE AGRICULTURAL HOLDINGS ACT, 1883; WITH SUMMARY AND NOTES, EPITOME OF CUSTOMS OF THE COUNTRY, AND PRACTICAL DIRECTIONS AS TO VALUATION OF UNEXHAUSTED IMPROVEMENTS; ALSO STATUTES AND FORMS. By JAMES BROOKE LITTLE, Barrister-at-Law. Shaw & Sons.

Mr. Little says he writes for three classes of persons—landlords and tenants, lawyers, and valuers. We hope that the two first-named classes will not accept as gospel the statement at the beginning of the "summary" prefixed to the Act, which startled us a good deal in commencing our perusal of the book. After stating that "in certain cases relating to the execution of improvements and the compensation

payable in respect thereof, the Act permits agreements to be made by the landlord and tenant substituting an agreed compensation for compensation under the Act," and giving the provision of section 55; and remarking that "permission is also given to landlord and tenant to agree by writing under their hands to exclude the section which makes a year's notice to quit generally necessary to determine a tenancy from year to year," Mr. Little says that "*in all other respects the Act is compulsory.*" The view generally entertained is that the only part of the Act which pretends to be compulsory is the portion relating to compensation for unexhausted improvements. It is fair to say that a considerable part of the introduction is very fairly accurate, and it follows pretty closely the wording of the sections. In one place, however, we observe a variation or interpretation which does not strike us as an improvement. At p. xviii., in enumerating the exemptions contained in section 59 to the rule that a tenant is not entitled to compensation for improvements done during the last year of his tenancy, Mr. Little gives the second exception as follows:—"(ii.) Where a tenant from year to year, *who is not entitled to a year's notice to quit*, has begun such improvements during the last year of his tenancy, and, in pursuance of a notice to quit thereafter given by the landlord, has quitted his holding at the expiration of that year." Where in the Act does Mr. Little find the limitation we have put in italics? We apprehend that if a tenant entitled to a year's notice chose to accept a half-year's notice given by the landlord and to quit in pursuance of it, he would be entitled to compensation for improvements begun during the last year. And is Mr. Little clear that, under section 7, "no tenant will be entitled to obtain compensation under the Act for any improvement unless he shall, two months at least before the determination of the tenancy, give notice in writing of his intention to make such a claim"? Section 7 does not say so; it only provides that "a tenant claiming compensation under this Act shall, two months at least, &c.," and if Mr. Little will compare the corresponding provision of the Act of 1875 (section 20), he will see that the form in which he states this provision has been deliberately abandoned for a form which at least affords ground for argument that a merely directory provision is intended. But the most curious passage in this summary is to be found at p. xlvi., where Mr. Little tells us that "a woman married before the 1st of January, 1883, *entitled for her separate use to land, but restrained from anticipation*, must, if desirous of doing any act under this Act in respect of land, obtain her husband's concurrence, and be examined apart from him by the county court touching her knowledge of the nature and effect of the intended act." This is a remarkable paraphrase of the third paragraph of section 26, which relates to "any other woman [than a woman entitled for her separate use and not restrained from anticipation] married before the commencement of the Married Women's Property Act, 1882."

The Act is given in full, first with notes appended to the sections, some of which are useful; and next without notes in the appendix, which also contains the Act of 1875. In a subsequent appendix a collection of forms is given.

A Treatise on Agricultural Holdings and the Law of Distress as regulated by the Agricultural Holdings (England) Act, 1883; with Appendix containing the Full Text of the Act, and Precedents of Notices and Awards. By Joseph Beaumont, Esq., Solicitor. Stevens & Sons.

Mr. Beaumont deals with the Act in the way of consolidation. The first chapter relates to "the tenant farmer's statutory right to compensation," and contains a summary of the provisions of the Act on this subject. The chapter is not very clearly arranged, and sub-headings would have considerably helped the reader. The provisions as to excluding compensation for the improvements in parts 1 and 2 of the schedule are treated separately, but the provisions as to excluding compensation for improvements in part 3 are dealt with under the general subject of substituted compensation, together with the question of substituted compensation in current tenancies. Chapter 2 relates to the subject of the tenant farmer's customary rights and obligations, and here, after a notice of the customs of the country, we are surprised to find the subject of notice to quit discussed, and the alterations effected by the Act in this branch of law set out. This is not a customary right of the tenant. From that we pass again to the subject of waygoing crops, and from that to the subject of waste. Chapter 3 deals briefly with agricultural fixtures. Mr. Beaumont suggests that it is possible "that a tenant's valuable fixture or building, on election [to purchase] by an impecunious landlord, may be entirely lost to the tenant, the statute giving no power of entry and removal in case of non-payment." Here we think he has hit on a defect. The framers of the Act no doubt relied on the stringent remedies for recovery of payments awarded to the tenant provided by section 24, but these will not meet the case suggested by Mr. Beaumont, which, however, is not likely to occur very frequently. In subsequent chapters Mr. Beaumont deals with procedure to obtain the statutory compensation; charge of compensation and distress for agricultural rents; and he gives the Act in full in an appendix.

The Agricultural Holdings (England) Act, 1883; with Introductory Commentary and Notes. By Joseph Haworth Redman, Barrister-at-Law. Reeves & Turner.

Mr. Redman's book contains a short, but well-arranged, and accurate summary of the provisions of the Act. We do not, however, agree with Mr. Redman's view (pp. 6, 19) that the "fairness and reasonableness" of the compensation secured by the agreement in writing, which is to exclude the provisions as to compensation for the third class of improvements, will be decided by such facts as that "the tenant was sober, not of unsound mind, and voluntarily entered into an agreement fully understanding its contents, and that the landlord would not have accepted him as tenant at the same rent on any other terms." We should think that the "fairness and reasonableness" of the *compensation* allowed by the agreement was the test. After the summary the Act is printed in full, with short notes, many of which are useful, but some of which are too much in the nature of "padding" or criticism. The reader does not learn much of value from the observation that section 5 "is a marvel of obscurity"; and why does Mr. Redman suggest that the phrase "particular" agreement in that section "will probably be rejected as surplusage? The word seems to us to have some signification. Mr. Redman also remarks on section 52, that the persons authorized by the county court judges to act as bailiffs will become "officers of the county courts." What authority has he for this statement?

PATENTS.

The Law of Patents, Designs, and Trade-Marks, as contained in the Act, 46 & 47 Vict. c. 57. By James J. Aston, Q.C. Waterlow Brothers & Layton.

This book consists of the text of the Act, printed in clear, legible type, with a few notes and a very complete index. There is also a short introductory chapter of some twenty-three pages, the principal object of which appears to be to support the theory, already advanced by Mr. Aston, that the grant of a patent is conclusive as to the sufficiency of the complete specification. The author here sets out the reasons which appear to him to bear out that view at somewhat greater length than in his letters to the newspapers, but to much the same effect, and as we have discussed the question fully on former occasions, it only appears necessary to say here that Mr. Aston has not convinced us of the correctness of his theory. Another point on which Mr. Aston dwells at some length is the inadvisability, as it appears to him, of a provisional specification being employed by an applicant for a patent. On this subject also he has ventilated his opinions in the *Times*, and we give elsewhere our reasons for thinking that his suggestion should be adopted in simple cases only. What Mr. Aston appears to overlook is that the Act provides for the publication of the provisional specification only at the same time as that of the complete specification, so that where a provisional specification is sent in no earlier information is given to the public than where a complete specification is sent in with the application. Besides the observations on these two matters of opinion, there is nothing in the introductory chapter but a short recapitulation of some of the provisions of the Act which, like the book itself, would have been of much greater value if the rules, issued almost simultaneously with the book, had been digested. As an example of the inconvenience of editing the Act without the Rules, we may point to note 2 on page 81, where, speaking of the registration of trade-marks, the author says that "two copies of the mark must accompany the application, and an extra copy for every additional class after the first." If Mr. Aston will turn to the rules he will find that three representations are required, except in the textile classes; that in the textile classes four are required, and that no provision is made for registration in extra classes after the first, separate applications being required to be made for each class. So, again, the form of patent is the only one of the six forms contained in the schedule to the Act which remains unaltered by the rules, but of this no hint is conveyed by the book before us. An excellent feature of the book is the index, which is likely to prove extremely useful; though this also suffers from not including any reference to the rules. The publishers deserve every praise for the way in which the book is got up.

CONVEYANCING.

Principles of Conveyancing: An Elementary Work for the use of Students. By Henry C. Deane, Barrister-at-Law. Second Edition. Stevens & Haynes.

This is a book which may be strongly recommended to the student. The first part contains an excellent summary of the leading principles of the law of real property, and the second part deals with the prac-

tice of conveyancing. The author writes clearly and tersely, and his capacity of condensation may be estimated when we say that he gives, in less than six pages, a very fair elementary outline of the statutes of limitation. We have read one of the chapters, selected at haphazard, with a critical eye, and have not only not found the author tripping, but have been much pleased with the care and clearness with which the leading points are brought to the attention of the reader.

CORRESPONDENCE.

COUNTY COURT EXTENSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In dealing with this subject it will be necessary to consider the following figures:—

By the latest judicial statistics for the year ended the 31st of October, 1882, it appears that the total number of actions tried at Westminster was 704. The total amount recovered at Westminster was £187,711.

At Westminster there were only 150 actions in which more than £200 was recovered, and of this number only 24 were actions in which more than £1,000 was recovered; but there were 554 actions in which £200 or less was recovered. On circuit in the same year the total number of actions tried was 481, and the total amount recovered was £280,654. There were only 118 actions in which more than £200 was recovered, and of this number only 22 were actions in which more than £1,000 was recovered; but there were 363 actions in which £200 or less was recovered.

The following table, prepared from the judicial statistics referred to, shows this more clearly:—

Amounts Recovered.	Where Recovered.		Total Number of Actions in which sums Recovered.
	Westminster.	On Circuit.	
Above £5,000	6	1	7
„ £5,000 and not exceeding £5,000	1	3	4
„ £2,000 „ £3,000	2	2	4
„ £1,000 „ £2,000	15	16	31
„ £500 „ £1,000	28	27	55
„ £300 „ £500	54	35	89
„ £200 „ £300	44	34	78
„ £100 „ £200	118	77	195
„ £50 „ £100	167	104	271
„ £20 „ £50	191	102	293
£20 and under	78	80	158

Total Amounts recovered, £468,365, viz.:

At Westminster	£187,711
On Circuit	280,654
	£468,365

It will thus be seen that more than three-fourths of the actions referred to in the table, which shows a year's trials, were actions in which only £200, or less than that amount, was recovered. It follows that if jurisdiction were given, and suitors driven, *nolentes volentes*, to the county courts in all cases in which only £200 or less was claimed, the superior courts would be deprived of about three-fourths of their usual common law work, and be left with comparatively little to do; whilst the county courts would be literally choked, and the suitors be worse off than ever. The speedy dispatch of small plaints would be out of the question; and the county courts would become at last so many additional and costly superior courts scattered all over the kingdom. This fearful expense would inevitably lead to more expense; for we should have then to establish another system of courts, bearing the same relation to the extended county courts as *they now* bear to the common law division of the High Court of Justice.

Suitors do not look upon £200 or £100 as trifling. If suitors were directly appealed to there can be little doubt that most of them, if not all, would prefer suing for such sums in the superior courts. The fees of the superior courts are very small, so that on that account alone many suitors, in fact most, *if suing in person*, would select the superior courts.

I think the country generally would object to so considerable a portion of the work of the superior courts being transferred to other courts; for the simple reason that *the expense of the superior courts would remain the same;* whilst the remuneration of the county court judges *would inevitably have to be increased*, and a very considerable number of additional officers appointed. Considering the additional work now thrown on the county court judges in large districts, their salaries might well be increased without any further jurisdiction being conferred on them or additional work given to them.

Upper Holloway, N., Dec. 31, 1883. JAMES RAWLINSON.

THE AGRICULTURAL HOLDINGS ACT, 1883.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I think that, as regards future tenancies, there may be another method than the one you suggest of excluding the Act.

Practically, the question will most commonly arise with respect to the class of improvements referred to in part 3 of the 1st schedule. As regards the question of drainage, other considerations occur to which I do not now refer.

The plan I refer to, and which I have adopted in the only case that has occurred in my practice since the passing of the Act, in which it has seemed desirable to exclude the right to compensation of improvements of the class mentioned in schedule 1, part 3, is to reserve a higher rent than that agreed to be paid, and to provide that the excess shall be expended by the tenant in improvements—if that is an accurate term for the outlay—of this class, and that such allowance shall be compensation to the tenant for his expenditure.

Unless under exceptional circumstances, it seems to me that the provision for compensation contained in the Act is a wise and just one, and that landlords as well as tenants should endeavour loyally to give effect to the intentions of the Legislature; but there are cases where it is better for landlord and tenant to come to their own terms rather than to rely on the Act.

What construction will be put upon the different clauses of this Act we have yet to learn; and its success very much depends, not only on the way in which its various provisions are construed by the court, but on the spirit in which the somewhat anomalous powers it confers are exercised by the persons and authorities to whom they are intrusted; but, bearing in mind that it can only be excluded when both parties to an agreement for a tenancy are willing to exclude it, I believe the attempt to limit freedom of contract will result, not in any benefit to tenant farmers, but rather in an increase of litigation.

The frequent exclusion of the Act of 1875 has been due to no other cause than the distrust felt by the tenant farmers of the Act, for they care for it as little as—or, perhaps, less than—the landowners. H.

Hereford, Dec. 31.

THE NEW PRACTICE.

JUDGES' CHAMBERS.

QUEEN'S BENCH DIVISION.

Before BUTT, J.*

Jan 1.—*Webster* v. *Manchester, Sheffield, and Lincolnshire Railway Company.*

Preliminary act—Damage by collision—Loss of life—Ord. 19, r. 28.

In an action for loss of life by collision between vessels, preliminary acts must be filed.

This was an appeal from the refusal of the master to order the defendants to file a preliminary act.

The action was brought, under Lord Campbell's Act, by a widow, on behalf of herself and child, for damages for the death of her husband, who was one of the crew of a vessel that was run into and sunk by a vessel belonging to the defendants.

F. W. Raikes, for the plaintiff.—This is a case within ord. 19, r. 28, as it is an action for damage by collision between vessels. In actions, in the Admiralty Division, for damage to cargo by collision, preliminary acts have always been filed.

T. T. Bucknill, for the defendants.—An action for personal injuries, still less one, under Lord Campbell's Act, for loss of life, is not included in "actions for damage by collision." "Damage" means damage to goods. If it had been intended to include personal injuries, the words would have been "actions for damage or personal injuries." It is doubtful whether such an action as this could be brought in the Admiralty Division (see *The Franconia*, L. R. 2 P. D. 163); and the Admiralty procedure is not applicable to it. In cases within the rule, the judge has a discretion to order that the preliminary act be dispensed with; but he has no discretion to order a preliminary act to be filed in cases not within the words of the rule.

BUTT, J.—Why, if damage is done to my goods by a collision, should a preliminary act be filed, and not if damage is done to my person? No reason can be suggested for such a distinction; and I shall, therefore, make the order, unless the rule prevents me. The rule says, "In actions for damage by collision." Can it be contended that there was not damage by collision here? It is said that a technical meaning is to be given to the word "damage"; but I do not think so. I shall, therefore, order the preliminary act to be filed.

Order that defendants file a preliminary act in seven days.

Solicitors for the plaintiff, *Dollman & Pritchard.*

Solicitors for the defendants, *T. Cooper & Co.*

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

Jan. 1.—*Land Corporation of Canada* v. *Puleston and another.*

Production of documents—Ord. 31, r. 14.

Where a diary that would not have been protected from production has been lost, extracts from it made since the commencement and for the purposes of litigation are not so protected.

This was an appeal from the refusal of Master Dodgson to order the plaintiffs to produce to the defendants for their inspection the diary extracts mentioned in the second paragraph of the plaintiffs' further answer to interrogatories.

The action was brought for the return of a deposit of £5,000, made in pursuance of an agreement by which the defendants undertook to procure for the plaintiffs Government lands in the North-West of Canada to be selected and purchased by the plaintiffs. The plaintiffs' affidavit of documents disclosed a letter written by the vice-president of the plaintiff company, who had gone out to Canada to select the lands in question, to the secretary, in which he said that he kept a diary of all that occurred and would send extracts from it. The defendants administered interrogatories to the plaintiffs, and in the ninth interrogatory asked whether such a diary was not kept, whether extracts from it were not sent to the plaintiffs, and in whose custody the diary and extracts now were. The second paragraph of the plaintiffs' further answer to interrogatories was as follows:—"I do not know whether or not Mr. Robert Tennant made entries in any diary of what passed between himself and others when in Canada or the United States relating to the said contract or the carrying out of the same, but from his letter to me of the 15th day of May, 1882, I should suppose that he did. Since my former answer I have inquired of the said Mr. Tennant and he has informed me that he did make such entries in his diary. No extracts from such diary were ever sent to me, or, to the best of my knowledge, information, and belief, to the plaintiff company. Nor have I, or, to the best of my knowledge, information, and belief, any one on behalf of the plaintiff company, ever seen any such diary or extracts. The said Robert Tennant has informed me that the said diary is lost or mislaid, and that the last time he saw it was, he thinks, in the month of June, 1883. I believe that the company's solicitors, for the purposes of this action, obtained, long after the commencement of this action, some extracts from the said diary."

C. H. Anderson, for the defendants.—The defendants are entitled to see extracts from the diary of the vice-president of the plaintiff company relating to the matters in dispute.

A. Beddall, for the plaintiffs.—This was the private diary of one of the directors, against whom no order for discovery has been made. It was never, therefore, in the possession of the company at all. But, secondly, assuming that it was, these extracts were taken for the purpose of being used for instructing counsel and for preparing proofs. It is not the diary or a copy of the diary that the plaintiffs are asked to produce. That cannot be done as it is lost. But the plaintiffs are asked for the extracts specially selected to support their case in this litigation.

Butt, J.—I held in *The Palermo* (not yet reported) that where a party or his solicitor had obtained copies of documents from the Board of Trade for the purposes of his case, and the Board of Trade refused to produce the original documents, he was not bound to produce the copies; and the Court of Appeal affirmed that decision. But I am not inclined to extend that at all; and I shall, therefore, make the order in this case.

Order for production of diary, or affidavit sufficiently accounting for its destruction or loss. In latter case, order for production of extracts, properly verified by affidavit.

Solicitors for the plaintiffs, *Ingram, Harrison, & Ingram.*

Solicitors for the defendants, *Soames, Edwards, & Jones.*

Jan. 1.—*Morgan* v. *Greatrex.*

Mortgage deeds retained as security for costs—Application for delivery of deeds on payment into court of costs—Ord. 50, r. 8.

This was a summons asking that, upon payment into court of the amount claimed by the plaintiff as mortgagee's costs, the plaintiff should be ordered to give up to the defendant in the action all title deeds and documents in his hands relating to the deed of mortgage mentioned in the indorsement on the writ of summons,

The action was brought by mortgagee against mortgagor, on the covenant in the mortgage deed, for payment of principal and interest. The defendant paid into court the full amount claimed, and the plaintiff took it out in satisfaction of his claim. The defendant then took out the above summons. It was argued, in support of the application, that the case came within ord. 50, r. 8, as the defendant was seeking to recover specific property, his title to which was not disputed, the mortgage debt being now paid, and the mortgage deeds only being claimed to be retained as security for costs.

Butt, J.—I consider that this case is not within the rule. There is no counter-claim here, nor did the matters which are alleged as ground for a counter-claim arise until after the money paid into court had been accepted in satisfaction. I am asked to consider the claim made by the defendant upon affidavit as equivalent to a counter-claim. Even if I could do that in any case, here the defendant has paid the whole sum into court, and admitted there is no defence.

No order.

Solicitors for the plaintiffs, *Fardell & Dashwood.*

Solicitors for the defendant, *Bower, Cotton, & Bower*, for *F. H. Stephens*, Cardiff.

Jan. 2—*Attenborough & Son* v. *London, &c., Telephone Company (Limited).*

Interim injunction—Ord. 50, r. 12.

This was an application by the plaintiffs for an *interim* injuction to compel the defendants to remove a telephone cable that had been carried over the plaintiffs' house, until the hearing of the action.

The affidavit in support of the application alleged that the defendants had applied to the plaintiffs for leave to pass a telephone wire over their premises, at the corner of Chancery-lane, which was refused; that the defendants had, notwithstanding this, passed a cable, four and a half inches in circumference, directly across the middle of the said premises, between and below the tops of the chimney stacks, and within a foot of a substantial part of the front and roof of the said premises, which rose three feet above the cable; that, in the case of a high wind, the cable, which already swayed, would be blown against the ironwork, and probably injure it, and, if the cable were to break, great injury would almost certainly be done to property, and very possibly lives would be lost.

J. F. Clark, for the plaintiffs.—The plaintiffs would have been perfectly entitled to cut these wires. They abstained from doing that because of the danger to other people; but they ought to be now put in the same position as if they had cut them, by an order that the defendants immediately remove them. The only power that the Postmaster-General has to place wires over houses without consent is by leave of the Board of Trade, and after service of notice to treat for compensation; and he cannot confer that power upon licensees.

Wood Hill, for the defendants.—The defendants' engineer has made an affidavit that this cable is not dangerous. There are 500 subscribers to this company; and to remove this cable would cut off their power of communicating with any part west of Chancery-lane. There is no power to grant an *interim* injunction that would have the effect of causing the removal of a fixed thing like this cable.

Butt, J.—I am not disposed to encourage public companies to take liberties with other people's property; but, on the other hand, I am not disposed to interfere with what is, after all, a matter of public convenience, unless there is substantial ground for doing so. I am not prejudging the plaintiffs' rights at all by saying that the matter is not so urgent but that it may stand over till the trial. I say nothing as to what rights or remedies they may have. I cannot see that there is any imminent danger of injury to the plaintiffs; and my view, therefore, is that the matter may very well stand till the trial.

No order; costs to be costs in the cause.

Solicitors for the plaintiffs, *J. & C. Attenborough & Sons.*

Solicitors for the defendants, *Davidson & Morris.*

COUNTY COURTS.

Marylebone.

(Before H. J. Stonor, Esq., Judge.)

Dec. 17.—*King-King* v. *Cave.*

A warranty of "a good hunter" held to imply "sound in wind and eyes." A purchaser using a horse after discovering its unsoundness is disentitled to sue.

Willes for plaintiff; *Boydell* for defendant.

His Honour: In this action the plaintiff claims the sum of £40 as damages for a breach of warranty given by the defendant, a horse dealer, on the sale of a horse to the plaintiff, and which sum was the loss incurred by the plaintiff on the resale of the horse. The warranty relied on was a representation by the defendant to the plaintiff that the horse was "a good hunter," and the breach of warranty relied on was that the horse was "a whistler." The plaintiff, who is accustomed to horses, and his two witnesses—a lady also accustomed to horses, and who was present at the purchase, and a veterinary-surgeon of considerable experience, who examined the horse—deposed that for a horse to be "a good hunter" it was necessary that he should be perfectly sound in wind and eyes, and that the term "a good hunter" implied that he was sound "in wind and eyes," and was so understood by dealers and others accustomed to horses. The defendant denied that he had used the words "a good hunter," but said that he had stated that the horse was "a clever hunter, and very fast"; and as to the expression "a good hunter," he said he was not "quite sure whether the term a good hunter meant sound in wind and eyes or not." Upon this conflicting evidence I find that the defendant did represent the horse as "a good hunter," and also, with some doubt, that the term "a good hunter" does imply and is understood amongst horse dealers and persons accustomed to horses as "sound in wind and eyes," and was so understood by the plaintiff and the defendant. With regard to the unsoundness, the plaintiff and his second witness proved that the horse was "a whistler," and also deposed that "whistling," which is a noise made in respiration by a horse whilst trotting or cantering, was unsoundness, even though it might not actually have any effect in his pace or endurance, as it would probably increase to the prejudice of both. The defendant, on the other hand, deposed that the horse in question had been driven by himself as leader in the Hampton Coach, and had been ridden by an officer at the Middlesex Yeomanry drill last season, and that he never knew or heard of its being "a whistler." The defendant had due notice from the plaintiff of the alleged unsoundness, but had taken no steps to ascertain the truth, although he had ample opportunities. Upon

this evidence I find that the horse was "a whistler," and, with some doubt, that "whistling" is unsoundness, even though it does not actually interfere with a horse's pace or endurance, as to which there was no evidence (see the case of *Onslow* v. *James*, 2 Stark N. P. C. 8). I am therefore of opinion that there was a breach of warranty in the present case. But there remains another point—viz., whether, by the course which the plaintiff adopted subsequently to giving the defendant notice of such unsoundness, he is not disentitled to bring this action; for the plaintiff admits that after discovering the unsoundness in question, and giving notice to the defendant, he rode the horse after the hounds on one occasion and had a sharp run of thirty-five minutes, and afterwards rode it home fourteen miles, and that he rode it on several occasions as a cover hack, and he endeavours to justify such use of it as a proper exercise. I cannot accede to this view, at all events so far as the exertion and risk incidental to following the hounds is concerned, and I think that the present falls within the principle of the case of *Harmer* v. *Groves* (15 C. B. 667), which was cited before me, and also the case of *Long* v. *Preston* (2 M. & P. 262), and that the plaintiff, having so used this horse after knowledge of its unsoundness, was bound to keep it. The plaintiff, moreover, after writing to the defendant that if the horse was not taken back he would sell it by public auction, sold it privately; and this, I think, was an act of ownership which, with the use of the horse by the plaintiff, clearly disentitled him to bring this action, although possibly by itself it might only have affected the question of damages. There will be a verdict for the defendant, or, rather, a nonsuit, without costs.

THE OFFICIAL RECEIVERS.

The Board of Trade, with the concurrence of the Treasury, have ordered the appointment of one official receiver for the bankruptcy district of the High Court, and have also fixed the number of official receivers for the bankruptcy districts within the jurisdiction of the county courts, as in the list annexed hereto.

Mr. Robert Palmer Harding has been appointed, as from the 1st of October last, to be chief official receiver and official receiver for the district of the High Court. The appointments of official receivers for county court districts are as in the annexed list, the appointments taking effect from this date.

Mr. Peter Paget, the official assignee of the London Bankruptcy Court, transferred to the Board of Trade by the above Act, has been appointed senior assistant receiver of the official receiver for the district of the High Court; and Mr. John Clark Austin, the messenger of the London Bankruptcy Court, transferred to the Board of Trade by the above Act, and Mr. George Wreford, have also been appointed assistant receivers to the official receiver for the district of the High Court, the appointments taking effect from this date.

Official Receivers for County Court Districts.

Newcastle-on-Tyne.—Mr. A. S. Maples, solicitor, Newcastle.
Durham and Sunderland.—Mr. J. A. Longden, solicitor, Sunderland.
Stockton-on-Tees, Middlesborough, and Northallerton.—Mr. J. R. Stubbs, solicitor, Middlesborough.
Hull and Great Grimsby.—Mr. H. Forder, late surveyor of taxes at Hull.
York.—Mr. E. T. Wilkinson, York.
Scarborough.—Mr. W. Drawbridge, solicitor, Scarborough.
Carlisle.—Mr. E. L. Hough, solicitor, Carlisle.
Cockermouth and Whitehaven.—Mr. J. Mason, solicitor, Whitehaven.
Ulverstone and Barrow, and Kendal.—Mr. H. G. Pearson, solicitor, Barrow.
Preston, Blackburn, and Burnley.—Mr. T. Edelston, solicitor, Preston.
Liverpool and Birkenhead.—Mr. F. Gittins, chartered accountant, Liverpool.
Wigan and Warrington.—Mr. T. J. Ridgway, solicitor, Warrington.
Newtown.—Mr. J. D. Davies, solicitor, Llanidloes.
Chester, Wrexham and Llangollen, and Bangor.—Mr. W. Evans, branch manager of the North and South Wales Bank, Chester.
Bolton.—Mr. T. H. Winder, solicitor, Bolton.
Oldham.—Mr. Hesketh Booth, town clerk of Oldham.
Manchester and Salford.—Mr. C. J. Dibb, solicitor, Barnsley.
Ashton-under-Lyne.—Mr. John Brooks, solicitor, Ashton-under-Lyne.
Macclesfield and Stockport.—Mr. A. C. Procter, solicitor, Macclesfield.
Hanley, Burslem and Tunstall, Stoke-on-Trent, Longton and Nantwich, and Crewe.—Mr. T. Bullock, chartered accountant, Newcastle-under-Lyme.
Bradford.—Mr. J. A. Binns, Bradford
Huddersfield.—Mr. John Haigh, solicitor, Huddersfield.
Halifax.—Mr. T. England, solicitor, Halifax.
Dewsbury.—Mr. J. A. Deane, town clerk of Batley.
Leeds.—Mr. J. Bowling, solicitor, Leeds.
Wakefield.—Mr. J. B. Ottley, solicitor, London.
Sheffield and Barnsley.—Mr. W. J. Clegg, solicitor, Sheffield.
Lincoln and Boston.—Mr. T. G. Dale, solicitor, Lincoln.
Birmingham and Oldbury.—Mr. L. J. Sharp, chartered accountant, Birmingham.
Coventry and Warwick.—Mr. R. T. Peirson, chartered accountant, Coventry.
Dudley, Stourbridge, and Kidderminster.—Mr. E. P. Jobson, solicitor, Dudley.
Worcester.—Mr. C. M. Downes, chief clerk in county court, Worcester.
Wolverhampton and Walsall.—Mr. E. Pritchard, clerk to the Wolverhampton Union.
Shrewsbury, Stafford, and Madeley.—Mr. J. J. Sudbury, solicitor, Ludlow.
Leominster and Hereford.—Mr. M. J. Scobie, solicitor, Hereford.
Nottingham.—Mr. J. Watson, solicitor, Nottingham.
Derby, Burton-on-Trent, and Chesterfield.—Mr. John Smith, solicitor, Derby.
Leicester.—Mr. J. G. Burgess, chartered accountant, Leicester.
Merthyr Tydfil, Pontypridd, Aberdare, and Tredegar.—Mr. W. L. Daniel, Merthyr Tydfil.
Newport (Mon.).—Mr. G. H. Llewellyn, solicitor, Newport.
Cardiff.—Mr. T. H. Stephens, solicitor, Cardiff.
Carmarthen, Pembroke Dock, and Aberystwith.—Mr. Thomas Thomas, Carmarthen.
Swansea and Neath.—Mr. W. Rosser, land agent, Swansea.
Bristol, Bath, Frome, and Wells.—Mr. E. G. Clarke, chartered accountant, Bristol.
Swindon.—Mr. H. C. Tombs, solicitor, Swindon.
Gloucester and Cheltenham.—Mr. C. Scott, solicitor, Gloucester.
Salisbury, Dorchester, Poole, and Yeovil.—Mr. F. A. Dawes, estate agent, Salisbury.
Bridgewater, Taunton, and Barnstaple.—Mr. G. Philpott, chief clerk of county court, Taunton.
Exeter.—Mr. T. Andrew, high bailiff, Exeter.
East Stonehouse.—Mr. J. Greenway, solicitor, Portsmouth.
Truro.—Mr. G. A. Jenkins, solicitor, Penryn.
Norwich, Great Yarmouth, and King's Lynn.—Mr. H. P. Gould, chartered accountant, Norwich.
Ipswich and Bury St. Edmunds.—Mr. F. Messent, Ipswich.
Bedford and Northampton.—Mr. W. G. C. Mitchell, solicitor, Bedford.
Cambridge and Peterborough.—Mr. J. Ellison, solicitor, Cambridge.
Oxford, Aylesbury, and Banbury.—Mr. G. Mallam, solicitor, Oxford.
Luton, Hertford, and St. Albans.—Mr. A. Ewen, solicitor, Luton.
Chelmsford and Colchester.—Mr. C. Godfrey, high bailiff of Chelmsford and Colchester.
Greenwich, Wandsworth, Croydon, Reading, Newbury, and Windsor.—Mr. Cecil Mercer, solicitor.
Kingston-on-Thames, Guildford and Godalming, Barnet, Edmonton, and Brentford.—Mr. Allen H. P. Stoneham, chartered accountant, of the firm of Monkhouse, Goddard, & Co.
Rochester and Maidstone.—Mr. R. Prall, town clerk of Rochester.
Canterbury.—Mr. L. Creery, solicitor, Ashford.
Brighton, Hastings, Lewes, and Tunbridge Wells.—Mr. A. Mackintosh, The Downs, Wimbledon.
Southampton, Winchester, and Portsmouth.—Mr. J. C. Moberley, solicitor, Southampton.
Newport and Ryde.—Mr. S. Wheeler, chartered accountant, Newport, Isle of Wight.

NEW ORDERS, &c.

THE BANKRUPTCY ACT, 1883.

Whereas, by section 160 of the Bankruptcy Act, 1883, it is enacted that, where a bankruptcy or liquidation by arrangement under the Bankruptcy Act, 1869, has been, or is hereafter, closed, any property of the bankrupt or liquidating debtor which vested in the trustee and has not been realized or distributed, shall vest in such person as may be appointed by the Board of Trade for that purpose, and he shall thereupon proceed to get in, realize, and distribute the property in like manner, and with and subject to the like powers and obligations, as far as applicable, as if the bankruptcy or liquidation were continuing, and he were acting as trustee thereunder Now, therefore, it is ordered that the official receiver attached to the court having jurisdiction over any such bankruptcy or liquidation as is in the said section mentioned, shall be, and hereby is, appointed as, the person in whom the property of the bankrupt or liquidating debtor shall vest, and who shall exercise and perform the powers and obligations specified in the said section.—Dated the 1st day of January, 1884.

J. Chamberlain, President of the Board of Trade.

Whereas by section 161 of the Bankruptcy Act, 1883, it is enacted that in every bankruptcy under the Bankruptcy Act, 1869, pending at the commencement of the Bankruptcy Act, 1883, where a registrar of the London Bankruptcy Court, or of any county court, is or would hereafter, but for the now reciting enactment, become the trustee under the bankruptcy, such of the official receivers of bankrupts' estates as may be appointed by the Board of Trade for that purpose shall, from and after the commencement of the Bankruptcy Act, 1883, be the trustee in the place of the registrar, and the property of the bankrupt shall pass to and vest in the official receiver accordingly. Now, therefore, it is ordered that the official receiver attached to the court having jurisdiction over any such bankruptcy as is in the said section mentioned, shall, from and after the commencement of the Bankruptcy Act, 1883, be, and hereby is, appointed as the trustee in the place of the registrar to and in whom the property of the bankrupt shall pass and vest, as in the said section mentioned.—Dated the 1st day of January, 1884.

J. Chamberlain, President of the Board of Trade.

Board of Trade, January 1, 1884.

In virtue of the powers conferred on them by the Bankruptcy Act, 1883, s. 71, the Board of Trade, with the concurrence of the Treasury, have established a new department, to be called the Bankruptcy Department, having at its head an officer called Inspector-General in Bankruptcy. The duties of this officer will include the general direction of

the Bankruptcy Department of the Board of Trade, under the control of the Board, and he will also be liable to discharge any other duties connected with bankruptcy which the Board of Trade may from time to time assign to him. Mr. John Smith has been appointed Inspector-General.

The official receivers throughout the country, with the exception of the chief official receiver, who acts directly under the Board of Trade, are to report to, and correspond with, the Inspector-General.

It is announced that the following general rule, additional to the Bankruptcy Rules, 1883, made pursuant to section 127 of the Bankruptcy Act, 1883, was made by the Lord Chancellor and the President of the Board of Trade on the 31st of last month:—"Any matter or application pending before a registrar which, under the Bankruptcy Act, 1883, or the Bankruptcy Rules for the time being in force under that Act, a registrar has jurisdiction to determine, shall be adjourned to be heard before the judge, if the judge shall, either especially or by any general direction applicable to the particular case, so direct. This rule shall come into operation from and immediately after the 31st day of December, 1883."

The Lord Chancellor has also issued an order assigning to the Judge in Bankruptcy the jurisdiction of the High Court under section 5 of the Debtors Act (1869), and delegating the exercise of that jurisdiction (except in cases for committal) to the Bankruptcy Registrars of the High Court, subject to an appeal to the judge.

[Prints of these orders were not obtainable on Thursday.]

SOLICITORS' COSTS.

The Lord Chancellor, with the concurrence of the Treasury, has appointed the following Table of Fees to be paid on proceedings under "The Bankruptcy Act, 1883."

Scale of Solicitors' Costs.

Petitioning Creditor's Bill of Costs to the Issue of Receiving Order.

	£	s.	d.
Instructions for petition	1	0	0
Examining witnesses as to act of bankruptcy	0	10	0
Examining particulars of petitioning creditor's account	0	6	8
The act of bankruptcy being a declaration admitting inability to pay, filed by the solicitor to the petitioner, or an assignment prepared by the solicitor to the petitioner, or default made upon a bankruptcy notice issued by the solicitor to the petitioner, these two last charges will not be allowed. The expense of an assignment will not be allowed where a declaration of inability would answer the purpose.			
If solicitor reside at a distance:—			
Writing agent to search for prior petition . . 3s. 6d.			
Agent's writing result of search . . . . 3s. 6d.			
Searching, if prior petition filed	0	7	8
Drawing bankruptcy petition, including order for hearing	0	10	0
Ingrossing same, 4d. per folio only to be allowed where the petition exceeds seven folios. Paid for stamp	5	0	0
Attesting signature of each petitioner, except in case of partnership	0	6	8
Drawing and fair copy affidavit verifying petition	0	3	4
Attending petitioner to be sworn	0	6	8
Paid oath (if paid)			
Two copies of petition for sealing, 4d. per folio			
Preparing subpœna and serving witnesses, or arranging with witnesses for their attendance on presentation of petition	0	13	4
Paid them			
See Witnesses' Scale. Petitioning creditor is not to be regarded as a witness, and is not to be paid for loss of time; he may claim his expenses of travelling and subsistence.			
Attending on presentation of petition when court investigated statements therein, and clerk	1	0	0
One fee only for attending will be allowed, unless by direction of the court at the time, and a memorandum of its allowance produced to the taxing officer.			
Drawing order for hearing of petition	0	3	4
Service of Petition (*see* General Rules).			
Attending court on hearing (where debtor does not appear or dispute	0	10	0

Debtors' Bill of Costs where Debtor petitions.

Instructions for petition	1	0	0
Drawing and attesting petition	0	13	4
Paid stamp	5	0	0
Attending filing	0	6	8

Where Act of Bankruptcy the filing a Declaration of Inability to pay.

Drawing and attesting declaration of inability to pay	0	13	4
Paid stamp	0	5	1
Attending filing	0	6	8

Cost of Bankruptcy Notice.

Instructions for, and preparing notice	0	6	8
Preparing request for issue	0	6	8
Attending filing	0	6	8
Paid for office copy			
Notice and two fair copies	0	6	8
Attending sealing notice, copies	0	6	8
Paid stamp	0	5	0
Service of notice	0	5	0
Attending court on hearing of notice	0	13	4

Costs where the Debtor is required by the Court to enter into a Bond.

Attending making inquiries as to sufficiency of sureties	0	13	4
This charge will be subject to increase, according to the distance of the sureties' residence; and, where necessary, agency charges for making such inquiries.			
Drawing exceptions to sureties	0	3	4
Service thereof on debtor's solicitor	0	5	0
Attending court when sureties allowed or disallowed	0	13	4
Costs of affidavits in opposition to the allowance of the bond for want of sufficiency of sureties, the same allowance as for other special affidavits.			

Costs of Bankruptcy Notice, where the Court allows Costs to Debtor on Notice set aside.

The debtor's personal expenses for travelling and loss of time, according to the scale allowed to witnesses.			
And if attended by a solicitor, and his costs allowed (which must be by special order of the court).			
Instructions to attend the court on the notice	0	6	8
Affidavit of counter-claim, &c.	0	2	6
Paid stamp	0	1	0
Attending court on hearing of notice, and drawing up order	0	13	4
Attending for appointment to tax, and copy and service of order and appointment	0	5	0
Attending taxing	0	6	8
Paid allocatur stamp			

Costs of Application to prosecute a Petition in a particular District, or to transfer Petition from one District to another.

Instructions for affidavit to ground application	0	6	8
Drawing same, 1s. per folio.			
Fair copy, 4d. per folio.			
Attending deponent to be sworn	0	6	8
Paid oath			
Attending court when order made, and drawing up same	0	13	4

Costs on Application for Warrant.

Instructions for affidavit in support of application for warrant	0	6	8
Drawing same, per folio 1s			
Fair copy, per folio 4d.			
Attending to read over and to get same sworn	0	6	8
Attending court, warrant granted	0	13	4
Fair copy, per folio 4d.			
Attending officer, instructing him as to the execution of the warrant	0	6	8

Costs of disputing Statements in Petition.

Attending debtor served with copy of petition, taking instructions to show cause against same	0	6	8
Drawing notice showing cause	0	5	0
Two fair copies for service	0	2	0
Service on creditor, including postage	0	3	6
Ditto registrar	0	3	6
Perusing and considering petition	0	6	8
Examining witnesses in opposition	0	10	0
Costs of brief, and counsel's fee, where requisite to employ counsel.			
Attending court	1	0	0

Petitioning Creditor's Costs on Bankrupt disputing Statements in Petition.

The debtor having served notice of disputing the statements in petition, attending petitioner	0	6	8
Special attendances will be allowed to examine witnesses as to the facts they can prove, the charges for which, and for summoning them, will be in the discretion of the taxing officer, according to the circumstances; and where necessary to employ counsel to support the petition, the usual charges for brief and counsel's fees will be allowed.			
Attending court when receiving order made	1	0	0

Costs for substituted Service where Debtor keeps out of the way to avoid Service.

Several attendances to serve without effect, when it appearing that the debtor was keeping out of the way, and could not be personally served, instructions to apply for substituted service	0	6	8
Drawing affidavit of facts, and that due pains had been taken to effect personal service, per folio 1s.			
Fair copy, 4d. per folio			
Attending court for order for substituted service, and drawing up order	0	13	4

Costs of Brief.

Instructions for brief in discretion of taxing officer (allowed only when counsel employed)			
Drawing same, 1s. per folio			

Fair copy, 4d. per folio			
Fee to counsel and clerk			
Attending him	0	6	8
Where consultation or conference is necessary, attending to appoint same	0	6	8
Fee to counsel and clerk			
Attending consultation or conference	0	13	4

Costs of Cases for Opinion of Counsel.

Instructions for case	0	6	8
Drawing same, 1s. per folio.			
Fair copy, 4d. per folio.			
Fee to counsel and clerk			
Attending him	0	6	8
Where conference is necessary, attending to appoint same	0	6	8
Fee to counsel and clerk attending conference	0	13	4
Attending for and perusing opinion	0	6	8
Attending client, reading over opinion, and conferring with him thereon	0	6	8

Costs of Motion.

Instructions	0	6	8
Where on appeal	0	13	4
Drawing notice of motion to be served, per folio, 1s.			
Fair copies, 4d. per folio.			
Perusing documents (by London agent) on an appeal from £1 1s. to £2 2s.			
Making copy for filing of notice of motion, and attending registrar therewith, previously to the sitting of the court	0	3	4
Instructions for affidavit in support of motion	0	3	4
[No instructions allowed where the solicitor or his clerk makes the affidavit; no fees allowed to counsel to settle affidavit, unless very special.			
Drawing same, at per folio 1s.			
Fair copies, per folio 4d.			
Attending reading over and to be sworn	0	6	8
Paid oath			
Copy affidavit for service with the notice of motion, 4d. per folio.			
Service, *see* General Rules.			
Attending to file affidavit	0	6	8
Paid for office copy when required			
Affidavit of service and copy notice of motion to annex	0	6	8
Attending court on motion if heard £1 1s., and if not	0	10	6
Drawing order, per folio 1s.			
Attending settling same	0	13	4
Fair copy, per folio 4d.			
Attending to pass order	0	6	8
Copy to serve, when necessary, per folio 4d.			

GENERAL RULES.

1. More than one attendance at presentation or hearing of bankruptcy petition will not be allowed unless ordered by the court, and memorandum be obtained to that effect.			
2. Attendance upon the court for necessary purposes not included in the foregoing scale, each	0	6	8
Attending court on each sitting (including presentation and hearing of petition)	1	0	0
If by agent	2	0	0
Clerk's attendance at each sitting, when required	0	5	0
3. Service of petition, order, notice, or other process, each service	0	5	0
If the distance be more than three miles, 5d. per mile extra, or a further sum, in the discretion of the taxing officer, according to circumstances.			
In cases of great distance, the service must be by agent, unless otherwise sanctioned.			
4. Drawing and copy bill of costs, per folio	0	0	4
5. General attendances, each	0	6	8
Long and special attendances	0	13	4
(Or more, in the discretion of the taxing officer.)			
6. Writing letters, each, special	0	5	0
Ditto, common	0	3	6
7. Circular letters, if above twenty each	0	1	0
If numerous, they must be printed.			
8. Attendances to insert advertisements	0	3	4

9. Extra allowances for length of sittings, or other increased allowances must have the sanction of the court, and a memorandum to that effect obtained, or all such charges will be disallowed.
10. Vouchers must be produced on taxation for all payments, or they will be disallowed.
11. Bills of costs must be written lengthwise, on one side only, *and dates must be furnished to each item*, such dates not to be written in the margin, which is to be left clear for taxation.
12. In special cases, where counsel are not instructed to appear in court, a charge by the solicitor for the preparation of minutes of fact or evidence for his own use may be allowed.

N.B.—Other necessary matters not herein provided for may be allowed on a similar scale, as nearly as may be, or in accordance with the practice of the Supreme Court, according to the nature of the proceeding.

The allowances to witnesses shall be the same as in the High Court.

The following charges to the end shall be subject to reduction by agreement with the trustee, or increase with the sanction of the committee of inspection and official receiver:—

Broker's Allowances.

For inventory only—for every £190 or part of £100	0	10	0	
For inventory and valuation of chattel property—				
For the first £100	2	10	0	per cent.
For the next £400	1	10	0	,,
All above up to £10,000	1	0	0	,,
Above £10,000	0	10	0	,,
For sales by private contract based on valuation	0	10	0	,,

For sales by auction of chattel property, including all expenses except advertisements, which must in each case be authorized by the official receiver or the trustee, not exceeding—

For the first £100	10	0	0	per cent.
For the next £400	7	10	0	,,
For the next £500	6	0	0	,,
All above £1,000	5	0	0	,,

No higher allowance to be sanctioned without leave of the Board of Trade.

Costs of Surveys, Dilapidations, and Specifications.

From £2 to £5 in discretion of taxing officer.

Accountant's Charges.

For preparing balance-sheet, investigating accounts, &c., principal's time exclusively so employed, per day of seven hours, including necessary affidavit, or such other sum as the court may under special circumstances order	1 1 0 to 5 5 0
Chief clerk's time	0 10 6 to 1 11 6
Other clerk's time, per day of seven hours	0 7 6 to 0 16 0

These charges to include stationery, except the forms used.

SELBORNE, C.
J. CHAMBERLAIN, President of the Board of Trade.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, January 3, the following being present—viz., Mr. Boodle, chairman, and Messrs. Dod, Finch, Lucas, Hedger, Sidney Smith, Williamson, and A. B. Carpenter, secretary—a grant of £50 was made to two members, one new member was elected, and the ordinary general business was transacted.

OBITUARY.

MR. HERBERT GEORGE GOLDINGHAM.

Mr. Herbert George Goldingham, solicitor, of Worcester, died on the 14th ult. Mr. Goldingham was born in 1819. He was admitted a solicitor in 1841, and he had practised for about twenty years at Worcester, where he had an extensive and important business. Mr. Goldingham took an active part in municipal affairs. He was for many years a member of the Worcester Town Council, and he was elected mayor of the city in 1873, having previously served the office of sheriff. He was appointed a magistrate for the city of Worcester in 1878. He was for many years honorary secretary to the Triennial Musical Festival in Worcester Cathedral, and in that capacity he successfully opposed the proposal for the discontinuance of the festival. At the Worcester City Police Court, on the day of Mr. Goldingham's death, the mayor (Captain Williamson) paid a high tribute to the character of the deceased, and spoke of the general feeling of sorrow which had been aroused by his death. His son, Mr. Herbert Goldingham, was admitted a solicitor in 1879, and is under-sheriff of the city of Worcester for the present year.

MR. JAMES LEWIS.

Mr. James Lewis, solicitor (of the firm of Lewis & Bell), formerly town clerk of the city of Rochester, died at his residence at that place, on the 14th ult., at the age of seventy-three. Mr. Lewis was born in 1810. He was admitted a solicitor in 1834, and he had for many years carried on a large practice at Rochester. He was a perpetual commissioner for the county of Kent; his private business was very extensive, and he had held several important appointments. He was for several years town clerk of Rochester, and he was, at the time of his death, coroner for the city, and clerk to the Municipal Charity Trustees, and to the trustees of Richard Watts's Charity. He had been for several years associated in partnership with Mr. William Henry Bell, who is deputy-coroner for Rochester.

SIR JOHN DARVALL.

Sir John Bayley Darvall, Q.C., K.C.M.C., died at 23, Upper Wimpole-street, on the 28th ult. Sir J. Darvall was educated at Eton, and at Trinity College, Cambridge, and he was called to the bar at the Middle Temple in Michaelmas Term, 1838. In the following year he went to Australia, where he spent twenty-six years. He practised with considerable success at the bar at Sydney, and in 1853 he was created a Queen's Counsel for the colony of New South Wales. In 1844 he was appointed a member of the Legislative Council, and in 1848 he was returned as member for Bathurst in the Legislative Assembly of the colony, and at later periods he represented West Maitland and West Sydney. In 1856, on the establishment of responsible government, he became Solicitor-General for New South Wales, and under two subsequent administrations he was Attorney-General, and a member of the Executive Council He was also for several years a member of the Senate of the University of Sydney. He returned to England in 1867, and in the following year he was created a Companion of the Order of St. Michael and St. George, becoming a Knight Commander of the same order in 1877. Sir J. Darvall was married in 1839 to the daughter of Colonel Shapland, C.B., but he became a widower in 1879.

MR. JOHN GADSBY.

Mr. John Gadsby, solicitor, formerly town clerk of the borough of Derby, died at that place on the 27th ult., after a somewhat long illness. Mr. Gadsby was the only son of the late Mr. John Gadsby, of Derby, and was born in 1817. Having served his articles with Messrs. Stevens, Williamson, & Satchell, of 6, Queen-street, Cheapside, he was admitted a solicitor in 1840. He was for a short time clerk to Mr. Welch, of Derby, and he had since practised there for about forty years, having been for the latter part of that period in partnership with his youngest son, Mr. Henry Freckleton Gadsby. He had a very extensive practice in the town and county, and he was steward of the Derbyshire manorial estates of the Jodrell family. Mr. Gadsby had been for thirty years connected with the corporation. He became mayor of the borough in 1863. In the following year he was elected an alderman, but he resigned that post in 1866, when he was elected clerk of the peace and town clerk of Derby. He was also for several years registrar of the Borough Court of Record, an office now held by his son. Mr. Gadsby was married to the daughter of Mr. John Lindley, and he leaves three sons and two daughters.

MR. JAMES EATON EVANS.

Mr. James Eaton Evans, solicitor (of the firm of Eaton Evans & Williams), of Milford, Haverfordwest, and Narberth, died at Milford Haven on the 30th ult. Mr. Evans was born in 1819. He was admitted a solicitor in 1843, and he had for many years practised at Milford, Haverfordwest, and Narberth. He was at the time of his death in partnership with his brother, Mr. Edward Eaton Evans, and with Mr. Richard Thomas Propert Williams. Mr. Evans was a perpetual commissioner for Pembrokeshire and the town of Haverfordwest, and he had a large private practice. He was town clerk (jointly with his brother) of the borough of Wiston.

LEGAL APPOINTMENTS.

Mr. William Drawbridge, solicitor (of the firm of Drawbridge & Rowntree), of Scarborough, has been appointed Official Receiver in Bankruptcy for the Scarborough District. Mr. Drawbridge was admitted a solicitor in 1854.

Mr. Classon Porter, of the Irish Bar, has been appointed, by his uncle, the Right Hon. Andrew Marshall Porter, to the office of Secretary to the Master of the Rolls in Ireland.

Mr. George Appleby Jenkins, solicitor and notary, of Penryn, has been appointed Official Receiver in Bankruptcy for the Penryn District. Mr. Jenkins was admitted a solicitor in 1857. He is town clerk of Penryn, and clerk to the borough magistrates, and to the Falmouth Highway Board.

Mr. Thomas Davis Burney Rawlins, solicitor, of Wimborne and Bournemouth, has been appointed Clerk to the Wimborne Highway Board, in succession to his father, the late Mr. Thomas Rawlins.

Mr. Cecil Mercer, solicitor (of the firm of Mercer & Alderson), of Sheffield, has been appointed Official Receiver in Bankruptcy for the Greenwich, Croydon, Wandsworth, Reading, and Newbury Districts. Mr. Mercer was admitted a solicitor in 1876.

Mr. John Mason, solicitor (of the firm of Mason & Thompson), of Whitehaven, has been appointed Official Receiver in Bankruptcy for the Whitehaven and Cockermouth Districts. Mr. Mason was admitted a solicitor in 1864.

Mr. John Archer Deane, solicitor, of Batley, has been appointed Official Receiver in Bankruptcy for the Dewsbury District. Mr. Deane is town clerk of the borough of Batley. He was admitted a solicitor in 1871.

Mr. John Bowling, solicitor, of Leeds, has been appointed Official Receiver in Bankruptcy for the Leeds District. Mr. Bowling was admitted a solicitor in 1880.

Mr. James Anstie, Q.C., who has been appointed a Charity Commissioner under the provisions of the City of London Parochial Charities Act, 1883, graduated at the University of London, and was called to the bar at Lincoln's-inn in Michaelmas Term, 1859, having, in the previous May, obtained an open studentship. Mr. Anstie was for several years one of the reporters for the *Law Reports* in the Court of Exchequer. He was successively appointed tubman and postman of that court, and was the last holder of the latter office. He became a Queen's Counsel in 1882, and he is a member of the Oxford Circuit. Mr. Anstie is an examiner in common law and the law of evidence at the University of London.

Mr. Arthur Stewart Maples, solicitor (of the firm of Gibson, Pybus, Maples, & Pybus), of Newcastle-on-Tyne, has been appointed Official Receiver in Bankruptcy for the Newcastle District. Mr. Maples was admitted a solicitor in 1869.

Mr. Henry Morgan Vane, barrister, secretary to the Charity Commissioners, has received the honour of Knighthood. Sir H. Vane is the son of Mr. John Henry Vane, and was born in 1808. He was called to the bar at the Inner Temple in Michaelmas Term, 1843, and he was appointed secretary to the Charity Commissioners in 1853. He is a deputy-lieutenant for the county of Durham.

Mr. John Brooks, solicitor (of the firm of Brooks, Marshall, & Brooks), of Manchester, Ashton-under-Lyne, and Hyde, has been appointed Official Receiver in Bankruptcy for the Ashton-under-Lyne District. Mr. Brooks was admitted a solicitor in 1839, and he is registrar of the Ashton-under-Lyne County Court.

Mr. Robert Spence Watson, solicitor (of the firm of Watson & Dendy), of Newcastle-on-Tyne, has been appointed Arbitrator on the Wages Dispute in the North of England Iron Trade. Mr. Watson was admitted a solicitor in 1860.

Mr. William George Carter Mitchell, solicitor (of the firm of Mitchell & Webb), of Bedford, has been appointed Official Receiver in Bankruptcy for the Bedford and Northampton Districts. Mr. Mitchell was admitted a solicitor in 1869.

Mr. Charles Frederick Price, solicitor (of the firm of Price, Son, & Martin), of Birmingham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Edwin Leadam Hough, solicitor, of Carlisle, has been appointed Official Receiver in Bankruptcy for the Carlisle District. Mr. Hough is in partnership with his father, Mr. Edward Hough. He was admitted a solicitor in 1878.

Mr. Leslie Creery, solicitor (of the firm of Hallett, Creery, & Furley), of Ashford, has been appointed Official Receiver in Bankruptcy for the Canterbury District. Mr. Creery is registrar of the Ashford County Court, and clerk to the county magistrates. He was admitted a solicitor in 1854.

Mr. John Smith, solicitor (of the firm of Leech & Smith), of Derby, has been appointed Official Receiver in Bankruptcy for the Derby District. Mr. Smith is clerk to the Commissioners of Taxes for the division of Appletree. He was admitted a solicitor in 1862.

Mr. Charles Scott, solicitor, of Gloucester and Berkeley, has been appointed Official Receiver in Bankruptcy for the Gloucester and Cheltenham Districts. Mr. Scott was admitted a solicitor in 1866.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Aberdare and Plymouth Company, Limited.—Chitty, J., has fixed Jan 7 at 11, at his chambers, for the appointment of an official liquidator

Birmingham Newspaper Publishing Company, Limited.—Creditors are required, on or before Jan 30, to send their names and addresses and the particulars of their debts and claims to Frank Newbury Taylor, Fire Office passage, New st, Birmingham. Feb 4 at 2 is appointed for hearing and adjudicating upon the debts and claims

Erglodd United Mines, Limited.—Petition for winding up, presented Dec 24, directed to be heard before Kay, J., on Jan 12. Hughes, Bedford row, agent for Hughes and Son, Aberystwith, solicitors for the petitioner

Licensed Victuallers' Guardian Newspaper Company, Limited.—Petition for winding up, presented Dec 24, directed to be heard on Jan 12 at the court of Chitty, J. Wild and Co, Ironmonger lane, solicitors for the petitioner

Midland Patent Brick and Coal Company, Limited.—By an order made by Kay, J., dated Dec 21, it was ordered that the company be wound up. Bolton and Co, Lincoln's inn fields, solicitors for the petitioner

[*Gazette*, Dec. 28.]

Stannaries of Cornwall.

Limited in Chancery.

Bassett and Bullen Consols, Limited.—Petition for winding up, presented Dec 27, directed to be heard before the Vice Warden at the Law Institution, Chancery lane, on Jan 10 at 2.15. Hodge and Co, Truro, solicitors for the petitioner

Perran Silver Lead Consols, Limited.—Petition for winding up, presented Dec 24, directed to be heard before the Vice Warden at the Law Institution, Chancery lane, on Jan 10 at 2. Hodge and Co, Truro, solicitors for the petitioner

[*Gazette*, Jan. 1.]

Stannaries of Devon.

Limited in Chancery.

Russell Copper Mine, Limited.—By an order made by the Vice-Warden, dated Dec 18, it was ordered that the mine be wound up. Hodge and Co, Truro, solicitors for the petitioner

[*Gazette*, Dec. 28.]

Friendly Societies Dissolved.

Geranium Lodge Ancient Free Gardeners' Society, Royal Hotel, Tyne Dock, South Shields, Durham. Dec 24

Oxford Arms Friendly Society, Oxford Arms Inn, Kirtlington, Oxford. Dec 24

[*Gazette*, Dec. 28.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, Jan.	7	Mr. King	Mr. Ward	Mr. Carrington
Tuesday	8	Morivale	Pemberton	Lavie
Wednesday	9	King	Ward	Carrington
Thursday	10	Morivale	Pemberton	Lavie
Friday	11	King	Ward	Carrington
Saturday	12	Morivale	Pemberton	Lavie
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Jan.	7	Mr. Teesdale	Mr. Koe	Mr. Jackson
Tuesday	8	Farrer	Clowes	Cobby
Wednesday	9	Teesdale	Koe	Jackson
Thursday	10	Farrer	Clowes	Cobby
Friday	11	Teesdale	Koe	Jackson
Saturday	12	Farrer	Clowes	Cobby

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BLACKBURN, JOHN, Leeds, Accountant. Feb 1. North and Sons, Leeds
CHELL, JAMES, Yardley, Worcester, Schoolmaster. Jan 24. Woodcock, Bury
CLARKE, FREDERICK JAMES, Lancaster pl, Strand, Land Agent. Feb 2. Palmer and Bull, Bedford row
COFFIN, MARY ANN, Regent's pk rd. Feb 1. Clarke and Calkin, Raymond bldgs, Gray's inn
COLES, GEORGE, Kislingbury, Northampton, Farmer. Jan 31. Howes and Percival, Northampton
EDWARDS, CHARLES, Wrington, Esq. Feb 6. Fry and Co, Bristol
FAIRHEAD, THOMAS, Clapton, Licensed Victualler. Jan 19. Procter, Princes st, Spitalfields
GREEN, WILLIAM, Maindee, nr Newport, Monmouth, Cab Proprietor. Jan 20. Lloyd, Newport
HAIGH, JOSEPH, Liverpool, Gent. Feb 1. Wright and Co, Liverpool
HELYAR, Lieut Col FREDERICK, Cotford, nr Taunton, Somerset. Jan 31. Batten, Yeovil
INGLIS, ANNE, Bath, Somerset. Jan 31. Paterson, Fellowes rd, Haverstock hill
KENT, MARY ANN, Bury, Lancaster. Jan 20. Grundy, Bury
LAKE, SAMUEL, Edgbaston, Warwick, Builder. Mar 25. Taylor, Birmingham
LAW, SOLOMON, Crossgates, nr Leeds, Gent. Feb 1. Lumb and Bailey, Leeds
LAZENBY, SARAH ANN, Bradford, York. Feb 11. Rawnsley, Bradford
MARTIN, GEORGE LOUIS, Addison rd, Kensington, Esq. Jan 31. Baker, Great George st, Westminster
MATHEWS, JEREMIAH, Edgbaston, Warwick. Feb 11. Mathews and Co, Birmingham
MURPHY, PATRICK EDWARD, Ballinacloon, Westmeath, Ireland, Esq. Jan 19. Eardley and Co, Charles st, St James' sq
PASHLEY, WILLIAM, Newmillerdam, near Wakefield, York, Joiner. Jan 20. Lake and Lake, Wakefield
PATTRICK, JOHN, Dovercourt, Essex, Cement Manufacturer. Feb 1. Goody and Son, Colchester
RAWSON, JOHN, Sheffield, Razor Manufacturer. Mar 25. Binney and Co, Sheffield
ROGERS, ANN, Seven Sisters' rd, Holloway. Jan 25. Sutton and Ommaney, Great Winchester st
SEED, ANN, Morecambe, Lancaster. Jan 31. Bullough, Manchester
THOMAS, JOHN, Bishop's Waltham, Southampton, Market Gardener. Feb 4. Trythall and Bodilly, Penzance
TIGHE, JAMES FREDERICK, Lee, Kent, Brewers' Traveller. Jan 31. Jones, Mark lane
WARD, JOHN, Coventry, Gent. Jan 31. Hughes and Masser, Coventry
WOODMAN, THOMAS, Alphington, Devon, Esq. Jan 31. Tozer and Co, Exeter
[*Gazette*, Dec. 21.]
BALL, BENJAMIN WILLIAMS, Gardner's lane, Putney, Gent. Feb 8. Rye and Eyre, Golden sq
BROOKS, JOHN, Bury, Lancaster, Innkeeper. Jan 16. Woodcock, Bury
CLOVER, JOHN PETERSON, Beckenham, Kent, Barrister at Law. Freshfields and Williams, Bank bldgs
DABNEY, WILLIAM, Hastings, Sussex. Feb 1. Phillips and Cheesman, Hastings
DUKES, Rev EDWARD ROWLAND, Oxford. Jan 31. Salt and Sons, Shrewsbury
EDWARDS, AQUILLA, Halifax, York, Farmer. Jan 14. Franklin and Humphreys, Halifax
HOLLAND, THOMAS POINTON, Worksop, Nottingham, out of business. Feb 19. Bygott, Sandbach
HORNIDGE, ANNIE EWING GWINNETT, Cheltenham. Jan 12. Billings, Cheltenham
LAXTON, JOHN, Bolton rd, St John's Wood, Gent. Feb 1. Rye and Eyre, Golden sq
LITTLEWOOD, MARY, Ecclesfield, York. Jan 28. Smith and Co, Sheffield
MEREDITH, JOHN, Hereford, Retired Farmer. Feb 4. Gabb and Walford, Abergavenny
METTHAM, MARY, Mansfield, Nottingham, Fishmonger. Mar 31. Wells and Hind, Nottingham
MILLER, ARTHUR RUSSEL, Norwich, Tobacconist. Feb 1. Miller and Co, Norwich
SHIPPEY, GEORGE AUGUSTUS, Cambridge, Ironmonger. Jan 31. Ginn and Matthew, Cambridge
SIDDALL, GEORGE, Doncaster, York, Draper. Jan 26. Shirley and Co, Doncaster
YAPP, EMMA DURHAM, Trinity rd, Upper Tooting. Jan 31. White, Holborn Viaduct
[*Gazette*, Dec. 25.]
BLYTH, ROBERT, Shrewsbury, Salop, Surgeon. Jan 20. Price, Shrewsbury
DAWSON, JOHN, Bearsted, Kent, Hop Planter. Feb 1. Monckton and Son, Maidstone
FRANKLIN, HENRY, Greenwich, Kent, Engineer. Jan 22. Howard and Shelton, Threadneedle st
HART, WILLIAM HENRY AUGUSTUS, Westbourne park rd, Bayswater, Secretary. Jan 24. Hubbard and Co, Bucklersbury
HEASMAN, GEORGE, Greenwich, Kent, Carman. Jan 22. Howard and Shelton, Threadneedle st
LOVE, SARAH, Mount Beulah, near Durham. Jan 31. Marshall, Durham
MOORE, JAMES, West Cowes, I. W., House and Estate Agent. Feb 1. Damant and Son, Cowes
RAWSTHORNE, JAMES, Waterloo, Lancaster, Gent. Feb 15. Hore and Co, Liverpool
[*Gazette*, Dec. 28.]

SALE OF ENSUING WEEK.

Jan. 10.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Freehold, Copyhold, and Leasehold Properties (see advertisement, this week, p. 188).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAINES.—Dec. 27, at 14, Pembroke-gardens, Kensington, the wife of John W. Baines, of Lincoln's-inn, barrister-at-law, of a son.
FAITHFULL.—Dec. 21, at St. Clement's, Winchester, the wife of Frank Faithfull, solicitor, of a daughter.
MIRAMS.—Dec. 10, at Tulse-hill, S.W., the wife of Augustus Mirams, of the Inner Temple, Esq., barrister-at-law, of a daughter.
SEBASTIAN.—Dec. 24, at Merfield, Trinity-road, Tulse-hill, S.W., the wife of Lewis Boyd Sebastian, barrister-at-law, of a son.

MARRIAGES.

BOYDELL—SUCKLING.—Dec. 19, at St. Mary Abbots, Kensington, William Thomas Boydell, jun., of South-square, Gray's-inn, solicitor, to Letitia Marion Suckling, daughter of John Suckling, of Bonchurch-road, North Kensington, W.
DINN—KENNETT.—Dec. 27, at Gravesend, Alfred George Dinn, of Gravesend, solicitor, to Mary, daughter of the late J. W. P. Kennett, of Scarborough.
GYLES—POWER.—Dec. 19, at St. James's Church, Piccadilly, Walter Gyles, barrister-at-law, to Augusta, daughter of N. A. Power, Esq., of Bellevue House, Waterford.
PAUL—RITCHIE.—Dec. 20, at St. Mary's, Wimbledon, Herbert Woodfield Paul, barrister-at-law, to Elinor Budworth Ritchie, daughter of the late Hon. William Ritchie, Advocate-General of Bengal.

DEATHS.

BURN.—Dec. 28, at Renton House, Brixton-road, S.W., Adam Burn, of Doctor's-commons, solicitor, aged 85.
EVANS.—Dec. 30, at Hamilton-terrace, Milford Haven, James Eaton Evans, solicitor, of Milford Haven, aged 63.

LONDON GAZETTES.

Bankrupts.

TUESDAY, Jan. 1, 1884.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Blackburn, Herbert Bellasyse, Trebovir rd, South Kensington, Surgeon. Pet Dec 27. Pepys. Jan 17 at 11
Davey, William, Gainsborough rd, Hackney Wick, Tar Distiller. Pet Dec 29. Pepys. Jan 17 at 11.30
Dolaro, Isaac Bolasco, Bramerton st, Chelsea, Commission Agent. Pet Dec 28. Hazlitt. Jan 15 at 12
Prockter, Edward, Leytonstone, Essex. Pet Dec 27. Pepys. Jan 16 at 12
Wonfer, John, Tavistock ter, Upper Holloway, Builder. Pet Dec 29. Pepys. Jan 16 at 12.30
Young, William Edmund, Walthamstow, Builder. Pet Dec 29. Pepys. Jan 16 at 1

To Surrender in the Country.

Long, Thomas Wright, Liverpool, Theatrical Property Maker. Pet Dec 29. Bellringer. Liverpool, Jan 15 at 12
Macrae, Alexander, Peterborough, Travelling Draper. Pet Dec 29. Gaches. Peterborough, Jan 16 at 12
Moffatt, Alfred, Mirfield, York, Maltster. Pet Dec 28. Tennant. Dewsbury, Jan 21 at 11
Neve, Henry Alfred and James Dengate, St Leonards on Sea, House Decorators. Pet Dec 15. Young. Hastings, Jan 19 at 1
Rowland, Joseph, Middleton by Youlgreave, Derby, Farmer. Pet Dec 28. Weller. Derby, Jan 15 at 12
Ryder, James Howard, Chorlton upon Medlock, Manchester, Builder. Pet Dec 29. Lister. Manchester, Jan 14 at 12.30
Sutcliffe, Robert, Halifax, Rope and Twine Maker. Pet Dec 29. Rankin. Halifax, Jan 21 at 11
Wise, George, Boston, Lincoln, Solicitor. Pet Dec 28. Staniland. Boston, Jan 17 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 28, 1883.

Martin, George, and John More Martin, Gloucester rd, South Kensington, Saddlers. Dec 24
Rolleston, Charles John, Great Castle st, Regent st, Wine Merchant. Dec 27

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 28, 1883.

Auer, Michael, Hackney rd, Boot Manufacturer. Jan 12 at 1 at office of Medcalf, Finsbury pavement
Burn, Henry, Bamburgh, Northumberland, Farmer. Jan 7 at 11 at office of Middlemas, Bondgate, Alnwick
Daniel, John, Ystradyfodwg, Glamorgan, Grocer. Jan 7 at 12 at office of Morgan and Rhys, Pontypridd
Findlay, George Bryce Girvan, Salisbury ct, Fleet st, Stationer. Jan 7 at 1 at office of King, North bldngs, Finsbury circus
Freeman, William Richard, Portobello rd, Notting hill, Coachsmith. Jan 8 at 12 at office of Morris, Mitre ct, Temple
Hall, George, jun, Northampton, Builder. Jan 7 at 3 at office of Pugh, Guildhall rd, Northampton
Harris, Louis, Cardiff, out of business. Jan 9 at 1 at New inn, Northgate st, Gloucester. Batchelor and Belcher, Cardiff
Hudson, John Colgrave, South Stockton, York, Saddler. Jan 7 at 11 at office of Chilton, Mechanics' Institute, Stockton on Tees
Judd, Welby King, High st, St John's Wood, Silk Mercer. Jan 8 at 2 at office of Johnson, Seymour pl, Marylebone
Major, Thomas Lovell, Northampton, Machine Closer. Jan 10 at 12 at office of Pugh, Guildhall rd, Northampton
Manwaring, Thomas, jun, Chatham, Miller. Jan 14 at 3 at King's Head Hotel, High st, Rochester. Stephenson, Rochester
Marshall, George Samuel, Birmingham, Brassfounder's Manager. Jan 5 at 11 at office of East and Smith, Old sq, Birmingham
Parry, Henry Horatio, Cardiff, Shipowner. Jan 8 at 3 at office of Tribe and Co, Crockherbtown, Cardiff. Ingledew and Co
Pierce, Eli, Wellington, Salop, Aerated Water Manufacturer. Jan 7 at 2 at office of Carrane, Walker st, Wellington
Shaw, William Starmer, Hardingstone, Northampton, Organist. Jan 7 at 12 at office of Pugh, Guildhall rd, Northampton
Shepherd, William, Blenheim st, Oxford st, Wine Merchant. Jan 14 at 3 at office of Gosnell, Finsbury pavement, Finsbury
Willcox, Thomas Norton, Bishopsgate st, Commission Agent. Jan 11 at 3 at office of Bryant and Debenham, Philpot lane
Wood, Charles, Shirland rd, Paddington, Brick Agent. Jan 14 at 3 at office of Wilson, Cornhill

Worrall, Henry Thomas, South st, Ponder's End, General Dealer. Jan 12 at 11 at office of Richardson, Grecian chbrs, Devereux ct, Temple. Coleman, Grecian chbrs, Devereux ct, Temple

Zandig, Johan Heinrich Christoph, Museum st, Bloomsbury, Tailor. Jan 16 at 2 at office of Carr, Rood lane

TUESDAY, Jan. 1, 1884.

Allen, William, High st, Shoreditch, Coach Ironmonger. Jan 10 at 3 at Guildhall Tavern, Gresham st. Andrews, Fenchurch st

Axford, Albert James, Clevedon, Somerset, Baker. Jan 12 at 11 at office of Veale, Corn st, Bristol

Bainbridge, William, Marske, York, Innkeeper. Jan 9 at 11 at office of Spry, Zetland rd, Middlesborough

Baker, Thomas, Ipswich, Suffolk, Butcher. Jan 15 at 12 at office of Vulliamy, Upper Brook st, Ipswich

Benson, Henry, Queen Victoria st, Frilling Maker. Jan 11 at 3 at office of Bilney, Salisbury sq, Fleet st

Bernard, Peter Owen, Salter's Hall ct, Cannon st, Importer of Foreign Wines. Jan 22 at 3 at office of Harrison and Co, Cannon st. Watson and Wheatley, Leadenhall st

Birch, John, Mentone rd, Highbury Hill, Builder. Jan 25 at 3 at Inns of Court Hotel, High Holborn. Thomson and Ward, Bedford row

Boardman, William, Biddulph, Stafford, Grocer. Jan 18 at 11 at Lion and Swan Hotel, Congleton. Sheldon, Congleton

Borraston, George, Kinver, Stafford, Gardener. Jan 15 at 3 at office of Waldron, High st, Brierley Hill

Bragg, George Jonah, Colchester, Essex, Machinist. Jan 18 at 1 at office of Randall, Gray's inn pl, Gray's inn. Jones and Son, Colchester

Burns, William Thompson, Bromley, Kent, Traveller. Jan 17 at 3 at office of Manns and Longden, Old Jewry

Bury, Joseph, Eccles, nr Manchester, Clerk. Jan 16 at 3 at office of Walley, King st, Manchester

Butler, Christopher James, Portsea, Grocer. Jan 22 at 3 at office of Casey, St George's sq, Portsea

Campbell, David, Wolverhampton, Potato Merchant. Jan 15 at 11 at office of Rhodes, Queen st, Wolverhampton

Chapman, John George, Preston, Lancaster, Auctioneer. Jan 15 at 11 at office of Oakey, Winckley sq, Preston

Connell, Thomas, Leeds, Grocer. Jan 14 at 2.30 at office of Ford and Warren, Albion st, Leeds

Cox, Joseph, Marlborough rd, Brompton, Draper. Jan 15 at 3 at office of Browne, Cheapside. Martin and Banks, Queen st, Cheapside

Dale, William, Witton, Chester, Boarkeeper. Jan 7 at 11 at office of Green and Dixon, Castle chbrs, Northwich

Dives, Thomas, Croydon, Commission Agent. Jan 23 at 3 at office of Streeter, High st, Croydon

Dix, Elizabeth, Hanway st, Tottenham ct rd, Licensed Victualler. Jan 8 at 2 at 11, Hart st, Bloomsbury sq. Cooper and Co, Lincoln's inn fields

Dolman, Henry, Bathampton, Licensed Victualler. Jan 12 at 3 at 1, Abbey st, Bath. Clark, Bath

Douglas, William, New Malton, York, Auctioneer. Jan. 15 at 3 at Talbot Hotel, New Malton. Summers, Hull

Duckett, William, Cheshunt, Herts, Farmer. Jan 18 at 3 at offices of Rumney, Walbrook

Edwards, Charlotte, and Sarah Burt, Birmingham, Fancy Drapers. Jan 14 at 2 at offices of Buller and Co, Bennett's-hill, Birmingham

England, Russell, Bracknell, Berks, Retired Captain in H.M.'s Army. Jan 24 at 3 at Guildhall Tavern, Gresham st. Davidson and Morriss, Queen Victoria st

English, Edward Henry, Dorking, Surrey, Builder. Jan 21 at 3 at offices of Finch, Borough High st, Southwark

Farrar, Elijah, the younger, Lofthouse gate, near Wakefield, York, Auctioneer. Jan 14 at 11 at offices of Lake and Lake, Central chbrs, King st, Wakefield

France, Richard Pappeen, Liverpool, Farmer. Jan 18 at 2 at offices of Tyndall and Paxton, North John st, Liverpool

Garside, Henry, Congleton, Chester, no occupation. Jan 15 at 12 at the Cheshire Cheese, High st, Congleton. Andrew, Congleton

Gibbs, William Henry, Tilston, near Malpas, Chester, Cheese Factor. Jan 14 at 1.30 at Victoria Hotel, High st, Whitchurch. Brassey, Chester

Goldmann, Robert Julius, Barbican, Manufacturer's Agent. Jan 15 at 4 88, Aldersgate st. Houlder, Barbican

Gorham, John, Chapel st, Islington, Grocer. Jan 18 at 3 at offices of May and May, Russell sq

Green, Joseph, Combs, Suffolk, Maltster. Jan 14 at 12 at offices of Hayward and Sons, Stowmarket

Gye, Lionel, St James's st, Gun Manufacturer. Jan 15 at 3 at Inns of Court Hotel, Holborn. Gadsden and Treherne, Bedford row

Harrison, Stephen William, and Thomas Lawrence, Nottingham, Joiners. Jan 16 at 3 at office of Marriott, St Peter's gate, Nottingham

Hawksworth, Thomas, Sheffield, Electro plate Manufacturer. Jan 14 at 2.30 at Law Society, Bank st, Sheffield. Broomhead and Co, Sheffield

Hayward, John, Balsall Heath, Worcester, Grocer. Jan 14 at 2 at office of Hooper, Moor st, Birmingham

Hearn, William John, Oxford st, Wood Turner. Jan 11 at 10 at office of Philp, Basinghall st

Hilton, John, Lower Ince, Lancaster, out of employment. Jan 15 at 11 at office of Johnson, King st, Wigan

Hopwood, John, Hanley, Stafford, Beerhouse keeper. Jan 17 at 3 at office of Hales, Cheapside, Hanley

Hoult, Mary Ann, Whitstable, Draper. Jan 18 at 12 at Guildhall Tavern, Gresham st. Sankeys and Co, Canterbury

Inman, Charles, Southport, out of business. Jan 21 at 2 at office of Banner and Son, North John st, Liverpool. Harvey and Co, Liverpool

Jerram, Samuel, Keynsham, Somerset, Innkeeper. Jan 17 at 1 at Waldegrave Arms, Radstock. Bartlett, Bath

Jones, Edward, Brighton, Commission Agent. Jan 14 at 12 at office of Lamb and Evett, Ship st, Brighton

Jones, George, Birmingham, Grocer. Jan 14 at 3 at office of Buller and Co, Bennett's hill, Birmingham

Jones, Percy Devonshire, Phœnix Works, Kingsland Green, Biscuit Maker. Jan 21 at 2 at office of Layton and Co, Budge row

Jordan, James, Long Melford, Suffolk, Innkeeper. Jan 15 at 11 at office of Andrewes and Co, Friar st, Sudbury

Keith, Charles Henry, Burnley, Lancaster, Circus Proprietor. Jan 15 at 3 at office of Hodgson, York st, Burnley

Lawson, Matthew, Bridlington, York, Currier. Jan 17 at 3 at office of Holden and Co, Parliament st, Kingston upon Hull

Lidderdale, Charles S, Alma sq, St John's Wood, Artist. Jan 16 at 3 at office of Davis, Cork st, Burlington gdns

Lingard, Joseph, Manchester, Warehouseman. Jan 16 at 3 at office of Lees and Graham, King st, Manchester. Johnson, Manchester

Littlewood, James, Denby Dale, nr Huddersfield, York, Dyer. Jan 18 at 3 at office of Booth and Sykes. John William st, Huddersfield. Sykes, Holmfirth

Machen, Thomas Carlisle, Barnsley, York, Commercial Clerk. Jan 14 at 10 at office of Gray, Eastgate, Barnsley

Mansfield, Frederick, Chatham, Draper. Jan 17 at 2 at office of Webb and Son, Barbican chbrs, Barbican

Massey, Samuel, Manchester, Smallware Merchant. Jan 25 at 3 at office of Bullock and Worthington, Kennedy st, Manchester

Mee, George, Clay Cross, Derby, Grocer. Jan 15 at 3 at office of Stanton, New sq, Chesterfield

Millingen, Edward, Coldharbour lane, Camberwell, Commercial Traveller. Jan 10 at 2 at office of Gowing and Co, Finsbury circus

Mitchell, Frank Carter, and William Gostling, Uckfield, Sussex, Brewers. Jan 18 at 12 at office of Crump and Son, Philpot lane

Palmer, David, New Humberstone, Leicester, Grocer. Jan 18 at 12 at office of Curtis, Halford st, Leicester

Parker, William, Kingston on Hull, Drysalter. Jan 8 at 11 at Law Society, Bowlalley lane, Kingston upon Hull. Woodhouse, Kingston upon Hull

Pearson, John, St Michael, Appleby, Westmoreland, Woollen Manufacturer. Jan 14 at 2 at office of Bleaymire and Shepherd, Battlebarrow, Appleby

Platt, Elizabeth, Paignton, Devon. Jan 15 at 12 at office of Eastley and Jarman, New st, Paignton

Porter, John, Gillamoor, nr Kirby Moorside, York, Farmer. Jan 16 at 2 at office of Harrison, Kirby Moorside

Powell, William Thomas, Hackney rd, Letterpress Printer. Jan 17 at 3 at office of Rumney, Walbrook

Price, William, New Wimbledon, Builder. Jan 12 at 1 at 1a, Old Serjeants' inn, Chancery lane. Willis, St Martin's ct, Leicester sq

Reeve, George Dunn Reeve, Portsea, Hants, Grocer. Jan 14 at 4 at office of King, North st, Portsea

Rickards, John Edward, Birmingham, Tobacconist. Jan 14 at 11 at Acorn Hotel Temple st, Birmingham. Lowe and Co, Birmingham

Ridley, Mary, Cheetham, Fishmonger. Jan 17 at 11 at office of Preston and Young, King st, Manchester

Roberts, George, West Bromwich, Chemist. Jan 23 at 11.30 at office of Caddick, New st, West Bromwich

Rodman, William, Southwell, Nottingham, Currier. Jan 14 at 3 at George Hotel, George st, Nottingham. Kidney, Leicester

Rogerson, Ann, Manchester, Willow Merchant. Jan 14 at 3 at office of Chapman and Co, Fountain st, Manchester

Roscoe, William, Birstall, York, Farmer. Jan 15 at 2 at office of Butler and Middlebrook, Park sq, Leeds

Sansom, William, Nottingham, Brush Manufacturer. Jan 8 at 3.30 at office of Webster, Brougham chbrs, Wheeler gate, Nottingham

Sawyer, Alfred Thomas, Willow ct, Willow st, Finsbury, Upholsterer. Jan 14 at 2 at 270, High Holborn. Sydney, Stamford st, Blackfriars

Short, John Baker, and Joseph Hillman, Parkstone, Dorset, Builders. Jan 14 at 2.30 at London Hotel, Poole. Piercy and Hutchings, Bournemouth

Simms, George, Chester, Cotton Waste Spinner. Jan 16 at 3 at office of Johnston, Vernon st, Stockport

Smith, Henry Stubbs, Elton, Huntingdon, Miller. Jan 15 at 11 at office of Atter and Brown, Queen st, Peterborough

Smith, Joseph, Liverpool, Marble Mason. Jan 15 at 3 at office of Fretsom, Dale st, Liverpool

Steuart, David Vincent, Manchester, Chemical Manufacturer. Jan 15 at 3 at Old Townhall, King st, Manchester. Stead, Manchester

Street, John, Bradford, Revolving Shutter Manufacturer. Jan 14 at 11 at office of Beverley and Freeman, Hustlergate, Bradford

Such, Samuel, Liverpool, Boot Dealer. Jan 17 at 2.30 at office of Jones and Pride, North John st, Liverpool

Sulway, Thomas, Abersychan, Monmouth, Beerhouse Keeper. Jan 14 at 12.30 at office of Dauncey, Albion chbrs, Newport

Tait, Alexander, Newcastle upon Tyne, Builder. Jan 11 at 12 at office of Hopper, Grainger st, Newcastle upon Tyne

Taylor, William, Hayward's Heath, Draper. Jan 15 at 12 at Guildhall Tavern. Waugh, Cuckfield

Thomas, James Hiamers, Huddersfield, Grocer. Jan 14 at 11 at office of Marshall and Naylor, Imperial arcade, Huddersfield

Tomlinson, Richard, Stretford, nr Manchester, Farmer. Jan 21 at 3 at office of Sutton and Elliott, Fountain st, Manchester

Towle, William John, Crown ct, Cheapside, Linen Manufacturer's Agent. Jan 14 at 2 at office of Lepper, Mark lane

Uren, William, Dalton in Furness, Grocer. Jan 16 at 2 at Red Lion Inn, Dalton in Furness. Butler, Broughton in Furness

Weager, James George Humphreys, Leadenhall st, Tin plate Agent. Jan 19 at 11 at office of Crump, Philpot lane

Westover, George Bird, Bromley, Kent, Grocer. Jan 14 at 1 at Guildhall Tavern, Gresham st. Weller, Queen Victoria st

Wills, Alfred, Sutton, Surrey, Bookbinder. Jan 15 at 4 at office of Jackson and Prince, Grove rd, Sutton

Wootton, Frederick, Merton, Surrey, Grocer. Jan 17 at 3 at Guildhall Tavern, Gresham st. Andrews, Fenchurch st

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country*, 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office*—*cloth*, 2*s.* 6*d.*, *half law calf*, 5*s.* 6*d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	173	THE OFFICIAL RECEIVERS	182
THE PATENTS, DESIGNS, AND TRADE-MARKS RULES	175	NEW ORDERS, &c.	182
THE NEW BANKRUPTCY SYSTEM	176	SOCIETIES	184
REVIEWS	178	OBITUARY	184
CORRESPONDENCE	180	LEGAL APPOINTMENTS	185
THE NEW PRACTICE:—		COMPANIES	185
JUDGES' CHAMBERS	180	COURT PAPERS	186
COUNTY COURTS	181	CREDITORS' CLAIMS	186
		LONDON GAZETTES, &c., &c.	186

NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand.*

Sales for the Year 1884.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following DAYS have been fixed for their SALES during the year 1884, to be held at the MART, Tokenhouse Yard, E.C.:—

Thurs., Jan 24	Thurs., May 15	Thurs., July 24
Thurs., Feb 7	Tues., May 20	Thurs., Aug 7
Thurs., Feb 21	Thurs., June 5	Tues., Aug 19
Tues., Mar 4	Tues., June 17	Thurs., Aug 28
Thurs., Mar 20	Thurs., June 26	Thurs., Oct 16
Thurs., April 3	Thurs., July 3	Thurs., Oct 30
Tues., April 15	Thurs., July 10	Thurs., Nov 20
Thurs., May 1	Tues., July 15	Thurs., Dec 11

Other appointments for Special Sales will be arranged.—Nos. 5 and 6, Lancaster-place, Strand, W.C., and 18, Old Broad-street, E.C.

WAPPING.

By Order of the Metropolitan Board of Works.—Valuable Freehold Property, in business occupation. Let upon leases, and producing £410 per annum; and eligible Building Land.

MESSRS. C. C. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, JANUARY 10, at ONE for TWO, the whole of the vacant BUILDING LAND between Hermitage Bridge and the Wapping entrance to the London Docks; an extensive Factory, 39, Wapping High-street, let on lease to Messrs. Wilkins & Weatherley at £190 per annum; a commodious Warehouse, let on lease to Messrs. Traill & Sons at £60 per annum; a large Granary, with stabling, 41, Wapping High-street, let on lease to Messrs. Tyser & Peachy at £40 per annum; a Dwelling-house, with dairy and stables, 8, Great Hermitage-street, with plot of land, having frontages to Great Hermitage-street and Crown-court, let on lease to Mr. Griffiths at £80 per annum; and a Smithy, 9½, Great Hermitage-street, let to Mr. Fleming at £40 per annum.

Particulars, with plans and conditions of sale, may be obtained at the Offices of the Metropolitan Board of Works, Spring-gardens, S.W.; at the Mart; and at the Auctioneers' Offices, 144, Mile-end-road, E.

WHITECHAPEL.

By Order of the Metropolitan Board of Works.—Four valuable Freehold Building Sites, comprising a total area of nearly three acres, close to the London Docks, the Royal Mint, the Tower, and railway goods stations.

MESSRS. C. C. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, JANUARY 10, at ONE for TWO, a PLOT of LAND, on the west side of Cartwright-street, Royal Mint-street, occupying an area of 6,398 square feet; an adjoining plot, occupying an area of 25,423 square feet; a large plot on east side of Cartwright-street, and having entrances from Royal Mint-street, Blue Anchor-yard, and New Martin-street, occupying an area of 46,420 square feet. Also an extensive adjoining plot in Cartwright-street, closely adjacent to Upper East Smithfield, and occupying an area of 52,000 square feet. The purchasers of these lots will be bound to erect thereon artisans and labourers' dwellings in accordance with approved plans and with the terms of the Artisans and Labourers' Dwellings Improvement Act, 1875.

Particulars, with plans and conditions of sale, obtained at the Offices of the Metropolitan Board of Works, Spring-gardens, S.W.; at the Mart; and at the Auctioneers' Offices, 144, Mile-end-road, E.

Valuable Freehold, Copyhold, and Leasehold Estates

MESSRS. C. C. & T. MOORE will SELL by AUCTION, at the MART, on THURSDAY, JANUARY 10, at ONE for TWO o'clock.

STRATFORD.—The valuable PLOT of FREEHOLD LAND, in rear of No. 102, Broadway, having an entrance from Angel-lane. Possession upon completion.—Vendor's Solicitors, Messrs. Hillearys & Co., 5, Fenchurch-buildings, E.C.

LIMEHOUSE.—Copyhold.—Six-roomed HOUSE, with garden, 6, Samuel-street, Salmon's-lane; let at the low rental of £12 2s.; fine certain 10s.; trifling quit-rent.—Vendor's Solicitors, Messrs. T. W. Ratcliff & Son, 60, New Broad-street; and Edward Swain, Esq., 28, Old Jewry, E.C.

COMMERCIAL ROAD EAST.—Re Armstrong, deceased.—The eight-roomed HOUSE, with garden, wash-house, and large shed or store, 9, Grosvenor-street, Stepney; let at £49; term 13 years; ground-rent £6.—Vendor's Solicitor, J. W. Marsh, Esq., 2, Fen-court, E.C.

Particulars of the Vendors' Solicitors as above; at the Mart; and at the Auctioneers' Offices, 144, Mile-end-road, E.

FENCHURCH STREET, CRUTCHED FRIARS, CROUCH HILL, AND HORNSEY.

MESSRS. DRIVER & CO. are instructed by the Trustees of the late H. W. Elder, Esq., to SELL by AUCTION, at the MART, Tokenhouse-yard, Lothbury, on TUESDAY, JANUARY 15, 1884, at TWO o'clock precisely, in Lots, the following valuable FREEHOLD PROPERTIES and FREEHOLD GROUND-RENTS:—

BIBRA'S RESTAURANT, Fenchurch-street.—A fully-licensed Public-house, being No. 125, Fenchurch-street, with a side frontage to Fen-court. It comprises basement, ground floor, and four floors above, and is let on lease, expiring Midsummer, 1889, at the very moderate and inadequate rent of £250 a year.

No. 34, CRUTCHED FRIARS.—A valuable Property, comprising stationer's shop and printing premises, containing basement, ground floor, and four floors above. Let on lease, expiring Lady-day, 1906, at the very moderate rent of £120 a year.

Nos. 1, 2, 3, and 4, TOPSFIELD PLACE, Crouch-end.—Four substantially-erected Houses with Shops, each containing basement, ground and three floors above, situate near Crouch-end Station, with builder's yard at rear. Let on separate leases at moderate rents, together amounting to £296 a year.

Nos. 1 to 6, SELINA CRESCENT, Crouch-end.—Freehold Ground-rents, amounting to £60 a year, secured on a terrace of six commodious and well-built Residences situate on Crouch-hill, and estimated to produce nearly £400 a year.

LOTUS and AVOCA COTTAGES, with Four Plots of Building Land adjoining, in Tottenham-lane, Hornsey, producing, with the estimated rental value of the plots, about £175 a year.

HOLNE HOUSE, Tottenham-lane, Hornsey.—An old-fashioned Residence, with extensive gardens, coach-house, and stabling premises at side. The house comprises three reception rooms, conservatory, and 10 bed and dressing rooms, and the necessary offices. Let on lease at the very moderate rent of £100 a year.

Particulars, shortly, of Messrs. Geo. Brown, Son, & Vardy, Solicitors, 22, City-road, E.C.; and of Messrs. Driver & Co., Surveyors, Land Agents, and Auctioneers, 4, Whitehall, London.

SALES FOR THE YEAR 1884.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

Tues., Jan 8	Tues., April 29	Tues., July 22
Tues., Jan 22	Tues., May 6	Tues., July 29
Tues., Feb 5	Tues., May 13	Tues., Aug 5
Tues., Feb 19	Tues., May 20	Tues., Aug 12
Tues., Feb 26	Tues., May 27	Tues., Aug 19
Tues., March 4	Tues., June 3	Tues., Aug 26
Tues., March 11	Tues., June 10	Tues., Oct 7
Tues., March 18	Tues., June 17	Tues., Oct 21
Tues., March 25	Tues., June 24	Tues., Nov 11
Tues., April 1	Tues., July 1	Tues., Nov 25
Tues., April 8	Tues., July 8	Tues., Dec 16
Tues., April 22	Tues., July 15	

Auctions can also be held on other days besides those above specified. Due notice in any case should be given, in order to insure proper publicity; the period between such notice and the auction must, of course, considerably depend upon the nature of the property intended to be sold.—80, Cheapside, London.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

HAMPTON & SONS make NO CHARGE for inserting particulars in their FREE MONTHLY REGISTER of ESTATES, TOWN and COUNTRY HOUSES, Furnished or Unfurnished, or for Sale, to be had GRATIS at their Offices, or post-free for two stamps. Published on the 1st of the month, and particulars for insertion should be sent not later than five days previous to end of preceding month.

Valuations for Probate and Transfer. Surveys. Estate and Auction Offices, 6, Pall Mall East, S.W.

Capital Investment in Trust Funds.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, JANUARY 23, at TWO o'clock, an Undivided Moiety of a Trust Fund comprised in the following Investments:—£2,000 London and North-Western Railway 4 per cent. Perpetual Debenture Stock, and £1,600 London and South-Western Railway Ordinary Stock. The Fund being subject to an annuity of £30, payable to a lady, aged 63 years, for her life.

Particulars at the Mart; of Henry Potter, Esq., Solicitor, Farnham; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

Valuable Old Policies of Assurance for £800 and £1,000.

MESSRS. EDWIN FOX & BOUSFIELD will SELL, at the MART, on WEDNESDAY, JANUARY 23, at TWO o'clock, in Lots, valuable OLD POLICIES of ASSURANCE, as follows:—

The LAW LIFE ASSURANCE SOCIETY.—A policy for £800, with bonus additions £283, effected in 1852 on the life of a gentleman aged 32. Annual premium £21 7s. 4d.

The CLERICAL, MEDICAL, and GENERAL LIFE ASSURANCE SOCIETY.—A policy of assurance for £1,000, with bonus addition £62 18s., effected in 1855 upon the above life. The bonuses declared prior to 1877 have been applied in reducing the premium, which is now only £13 14s. 6d. per annum.

Particulars at the Mart; of Messrs. Oldham & Marsh, Solicitors, Melton Mowbray; of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

AUCTION SALES FOR 1884.

MESSRS. GLASIER & SONS beg to announce the following dates upon which they will hold SALES by AUCTION of Landed Estates, Residences, Business Premises, Reversionary Interests, and Freehold and Leasehold Property generally, at the Mart, Tokenhouse-yard:—

Thurs., Jan 24	Thurs., May 15	Thurs., Aug 7
Thurs., Feb 21	Thurs., June 19	Thurs., Oct 23
Thurs., Mar 27	Thurs., July 3	Thurs., Nov 27
Thurs., April 17	Thurs., July 24	Thurs., Dec 11

They will be glad to receive early intimation of property intended to be included in any of the above sales. Additional sale days can be arranged to meet the convenience of clients.—41, Charing Cross, S.W., December, 1883.

MESSRS. JOHNSON & DYMOND beg to announce that their sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales, Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

OUTER TEMPLE, W.C.—Chambers and Offices to Let. Nearest Chambers to the New Law Courts, facing the principal entrance, with additional entrance to Essex-court, Temple. Passenger Lift to carry 7; fireproof silent flooring; strong rooms; excellent light.

OUTER TEMPLE, immediately opposite New Law Courts.—Large Furnished Rooms to Let, by Day or Hour, suitably furnished with every convenience for Arbitrations, Meetings of Creditors, Consultations, &c., &c. The Palsgrave Restaurant may be reached without leaving the building.—Apply for terms to SECRETARY, Outer Temple, W.C.

GROUND RENTS REQUIRED to PURCHASE, of a high-class character. They must be in few collections, so as not to give trouble. A very large Trust Fund is awaiting such an investment. The full market price will be given.—Apply to Messrs. DOWNETT & WOODS, 70, Lincoln's-inn-fields.

CHANGE ALLEY, CORNHILL. — To Solicitors, Financial Agents, and Accountants.—To be Let, a Suite of capital, light Offices, on the First and Second Floors, in this central position. Rent, £300 per annum.—Apply to Messrs. S. WALKER & HUNTS, 22, Moorgate-street, E.C.

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Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates, keeps for years in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

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ESTABLISHED 1835.

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MANUFACTURERS AND HOUSE FURNISHERS,

200, 202, and 204, TOTTENHAM COURT ROAD, W.

Estimates and Designs submitted free for entirely Furnishing Residences, Chambers, Offices, &c.

—PAINTING, DECORATING, & HOUSE REPAIRS.—

Carved Oak Furniture, Reproductions from Ancient Designs, &c. Bedroom Furniture, including Bedstead and Bedding, from £7 10s per set.

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